

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
Riverside, CA 92501

**SALES AGREEMENT/TRANSFER OF PERSONAL PROPERTY
CAREER TECHNICAL EDUCATION PROGRAM**

This Agreement is entered into by and between, **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT” and **Alvord Unified School District**, hereinafter referred to as “BUYER”, each being a “Party” and collectively the “Parties”.

AGREEMENTS

1. **SALE** in consideration of the sum of **\$2.00**, inclusive of all sales taxes, paid by bank draft, the receipt of which consideration is acknowledged, SUPERINTENDENT, sells and delivers to BUYER, the following personal property, the “Property”, located at **La Sierra High School, 4145 La Sierra Avenue, Riverside, CA 92505**.

A. Property List

Quantity	Size	Serial Numbers	Room Number	Comments
2	24 X 40	20445/20446	1000 (Formerly CTE Student Store)	Superintendent originally purchased from Banc One Leasing R-91-37-1 in 1986.

- B. Please see **Attachment A, for aerial location of Property**.

2. **PROPERTY:** SUPERINTENDENT warrants that (1) SUPERINTENDENT is the legal owner of the Property; (2) the Property is free from all liens and encumbrances; (3) SUPERINTENDENT has full right and authority to sell and transfer the Property; and (4) SUPERINTENDENT will warrant and defend the title of the Property against any and all claims and demands of all persons.

A. The Property is being sold in an 'as is' condition and SUPERINTENDENT expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further, SUPERINTENDENT disclaims any warranty as to the condition of the Property. SUPERINTENDENT does not assume, or authorize any other person to assume on the behalf of SUPERINTENDENT, any liability in connection with the sale of the Property. SUPERINTENDENT'S above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Property.

B. BUYER has been given the opportunity to inspect the Property or to have it inspected and BUYER has accepted the Property in its existing condition. This Agreement will become the “Bill of Sale” and will be construed in accordance with and governed by the laws of the State of California

3. **PAYMENT:** BUYER agrees to pay SUPERINTENDENT the amount of **\$2.00**, and will be payable upon final execution of this Agreement.
4. **FEE OWNERSHIP RIGHTS:** If applicable, the fee ownership rights of this property shall be conveyed to BUYER from SUPERINTENDENT upon execution of this Agreement.

- 5. **RESPONSIBILITY:** BUYER will assume all responsibility for establishing leasehold rights with the real property owner for the personal property upon conveyance of ownership rights of personal property.
- 6. **ASSIGNMENT OF CONTRACT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other party will be deemed void and of no force or effect.
- 7. **MUTUAL HOLD HARMLESS:**
 - A. BUYER shall indemnify and hold harmless SUPERINTENDENT and its agents, servants and employees from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of BUYER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. BUYER shall defend, at its sole expense, all costs and fees including but not limited to attorneys' fees, cost of investigation, defense and settlements or awards, of SUPERINTENDENT and its agents, servants and employees in any such claim or action.
 - B. SUPERINTENDENT shall indemnify and hold harmless BUYER and its agents, servants and employees from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of SUPERINTENDENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. SUPERINTENDENT shall defend, at its sole expense, all costs and fees including but not limited to attorneys' fees, cost of investigation, defense and settlements or awards, of BUYER and its agents, servants and employees in any such claim or action.
- 8. **SALE OF PERSONAL PROPERTY:** SUPERINTENDENT certifies that it is aware of the Education Code of the State of California regarding the sale of personal property and shall comply with such codes.
- 9. **CHANGES:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and year first above written.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Alvord Unified School District
9KPC Parkway
Corona, CA 92879

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Forest DeRenzo, Executive Director
Career Technical Education

Printed Name and Title

Printed Name and Title

Date _____

Date _____

ATTACHMENT A
Aerial Location of Property
La Sierra High School Career Technical Education Portable

