



FINANCIAL MANAGEMENT 13 – Disposal of School Equipment

Date: June 30, 2004

Responsible Administrator: Secretary Treasurer

1.0 RATIONALE

Schools require a process for disposal of their miscellaneous equipment such as desks, chairs, gym equipment.

2.0 PROCESS

The Secretary Treasurer will be responsible to administer this administrative process.

3.0 GUIDELINES

3.1 Equipment available for disposal shall be such that.

3.1.1 Individual schools deemed the equipment obsolete and not needed at their facility.

3.1.2 Other schools in Sturgeon School Division have been offered and declared no particular use for this equipment in their facility.

3.1.3 All Division employees are advised of this available equipment at the same time as the public.

3.2 When equipment is transferred/sold outside the Division, an Equipment Transfer Agreement must be completed.

References: *Board Policy: D/I/1*

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Equipment Transfer Agreement

1. I _____ acknowledge and agree that I have requested that Sturgeon School Division transfer ownership and possession to me of the following equipment described as:

e.g. [2 Ruether Boards]
2. I understand and confirm that Sturgeon School Division has advised me that this equipment is unlikely to meet current safety standards applicable to such equipment.
3. I understand and confirm that Sturgeon School Division has made no representations or warranties to me with respect to the condition or safety of the equipment.
4. I agree to defend and indemnify Sturgeon School Division for any claims or actions brought against Sturgeon School Division with regard to the equipment that arise after I have assumed ownership of the equipment.

(New Owner)

(Organization)

(Date)

References: *Board Policy: D/I/1*

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BILL OF SALE

THIS BILL OF SALE made in duplicate this _____ day of _____, 2004.

Sturgeon School Division No. 24
(hereinafter called the “Vendor”)

- and -

(hereinafter called the “Purchaser”)

In consideration of the sum of _____ (_____) to be paid immediately upon execution in the form of certified cheque, bank draft or cash by the Purchaser or Vendor, the receipt and sufficiency of which is wholly acknowledged, the Vendor absolutely transfers unto the Purchaser the following chattels:

- (a) Equipment (the “Chattels”).

(Please insert a detailed description of the equipment, including serial number, if applicable)

THE CHATTELS are presently situated:

- (a) _____
(Please insert description as to where Chattels are situated, for example a municipal address.)

References: *Board Policy: D/1/1*

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THE VENDOR COVENANTS WITH THE PURCHASER:

1. That the Vendor is now rightfully and absolutely possessed of the Chattels and has the right to see them.
2. That the Purchaser shall enjoy quiet possession of the Chattels.
3. The Purchaser agrees to buy the Chattels AS IS. The Vendor provides no representation of warranty with respect to the condition or quality of the Chattels.
4. The Purchaser has exercised due diligence to determine the status of the Chattels to their satisfaction and the Vendor provides no representations or warranties as to the status of the Chattels including, but not limited to, whether the Chattels are encumbered.
5. The Purchaser agrees to accept any and all risk associated with the use of the Chattels.
6. The Purchaser agrees to indemnify and hold the Vendor harmless from and against any liability, demands, or expenses (including reasonable solicitor and client fees) for damages to the property or injuries (including death) to the Purchaser, its employees or any other person, arising from the use or maintenance of the Chattels.
7. It is agreed that wherever the singular or masculine is used in these presents the same shall be construed as the plural or feminine or neuter respectively where the part or context so requires.
8. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject hereof.

IN WITNESS WHEREOF, the Purchaser has hereunto set his hand and seal on the date first above written.

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Sturgeon School Division No. 24

Per: _____

Purchaser

Per: _____

OR

SIGNED in the presence of:

References: *Board Policy: D/I/1*