



SHANNON D. DICUS, SHERIFF-CORONER

## BILL OF SALE

San Bernardino County Sheriff/Coroner/Public Administrator ("SB County") agrees to donate to Mono County, the property as identified below based upon the terms and conditions set forth herein. The property is being transferred to Mono County for \$0.00.

### DESCRIPTION OF DONATION

- a. 2008 Polaris 700RMK155 Snowmobile, equipment No. 069088, Vehicle Identification Number SN1PM7JS48C352632, ("Snowmobile")
- b. 2008 Polaris 700RMK155 Snowmobile, equipment No. 069066, Vehicle Identification Number SN1PM7JS98C352657, ("Snowmobile")
- c. 1992 R&S utility trailer, equipment No. 035086, Vehicle Identification Number 406U10100N1023771, ("Trailer")

### SB COUNTY'S REPRESENTATIONS AND WARRANTIES

SB County makes the following representations and warranties with respect to title:

- SB County has the rightful title to the Snowmobiles and Trailer;
- SB County's transfer of title is rightful;
- The Snowmobiles and Trailer being donated are free from any liens, security interests, or encumbrances.

SB County has made the Snowmobiles and Trailer available to Mono County for examination. Mono County has examined the Snowmobiles and Trailer and understands that the examination excludes from the terms of this donation any warranty of merchantability and warranty for fitness for particular purpose with regard to defects the examination should have revealed. Mono County understands the Snowmobiles and Trailer are donated "AS IS" and "WITH ALL FAULTS."

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. WITH THIS DONATION, SB COUNTY EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### TRANSFER OF OWNERSHIP

SB County agrees to file all necessary documents with the California Department of Motor Vehicles to transfer title of the Snowmobiles and Trailer to Mono County. Mono County will take delivery of the Snowmobiles and Trailer from SB County's Sheriff's Automotive Division, located at 655 East Third Street, San Bernardino, California, 92415. Mono County agrees that at the point and time of transfer, Mono County assumes all risks and liabilities of loss and damage, including damage to third parties. Mono County agrees to indemnify, defend (with Counsel reasonably approved by SB County) and hold harmless SB County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of the donation of the Snowmobiles and Trailer from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SB County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Mono County indemnification obligation applies to SB County's "active" as well as "passive" negligence but does not apply to SB County's "sole negligence" or "willful misconduct" within the meaning to Civil Code Section 2782.

IN WITNESS WHEREOF, MONO COUNTY AND SB COUNTY EXECUTE THIS BILL OF SALE, WHICH SHALL BECOME EFFECTIVE ON THE DATE OF EXECUTION BY THE LAST PARTY TO SIGN.

**San Bernardino County**  
**Sheriff/Coroner/Public Administrator**

**Mono County**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Undersheriff

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

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

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