

Agreement to Transfer Tangible Personal Property

The Agreement to Transfer Tangible Personal Property (the "Agreement") by and between the Fayetteville Public Works Commission ("PWC"), a North Carolina public authority, and the City of Fayetteville (the "City"), a North Carolina municipal corporation, is made this ____ day of August, 2018 on the terms and conditions set forth below (each of PWC and the City is a "Party" and both are collectively the "Parties").

1. Each Party (the First Party) represents and warrants to the other Party that (a) the First Party qualifies as a governmental unit pursuant to G.S. 160A-274(a); and (b) the First Party is authorized to execute and perform this Agreement, which constitutes a legal, valid, and binding obligation of the First Party.

2. Pursuant to G.S. 160A-274, PWC shall deliver and transfer to the City by September 1, 2018 the equipment set forth in Exhibit A (collectively, the "Gym Equipment") in exchange for payment from the City to PWC of twelve thousand five hundred dollars (\$12,500.00) to be made at the time of delivery of the Gym Equipment.

3. The City shall list PWC as an additional insured in all liability insurance policies covering the Gym Equipment and provide to PWC certificates identifying PWC as an additional insured under such policies by September 30, 2018 and annually thereafter.

4. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

5. The Gym Equipment is being transferred to the City without any warranty and "as is." The City shall be solely responsible for inspecting the Gym Equipment before delivery from PWC to the City, and delivery by PWC to the City shall be deemed to constitute final acceptance by the City. PWC MAKES NO REPRESENTATION AND EXTENDS NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING OUT OF PRIOR COURSE OF DEALING AND USAGE OF TRADE.

IN WITNESS WHEREOF, each Party hereto has duly executed this Agreement on the day and year first above written.

The City of Fayetteville

Fayetteville Public Works Commission

By: _____
H. Mitch Colvin, Mayor

By: _____
David W. Trego, CEO/General Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
Jay Toland, Acting City Chief Financial Officer

By: _____
Rhonda Haskins, PWC Chief Financial Officer

EXHIBIT A

Equipment

StairMaster Arc Seated Leg Press
StairMaster Arc Lat Pulldown
StairMaster Seated Arc Chest Press
StairMaster SPF2000 Lower Back Press
StairMaster SPF2000 Ab/Torso Oblique
Landice Elliptmill
Landice Elliptmill
Freemotion SRS 890 Treadmill
Freemotion SRS 890 Treadmill
Quinton Clubtrack Hyperdrive Treadmill
Life Fitness Seated Leg Curl
Life Fitness Leg Extension
Cybex Ab Machine

Serial No.

ALPP90112002
ALTP80617002
ACPP80630003
NBKP80701004
NABP80616001
E-0102317
E-0102314
GG23011400514
GG23011400768
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Unidentified