

LEHIGH UNIVERSITY EQUIPMENT SALES AGREEMENT

This Equipment Sales Agreement is made and entered into this _____ day of _____, 200_,
by and between Lehigh University, Bethlehem, PA 18015, (“Seller”) and _____
_____ (“Buyer”).

Equipment Description: _____

Asset Nos. (if applicable): _____

Terms and Conditions:

On the terms and subject to the conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase the above equipment “AS-IS, WHERE-IS”, and in its present condition without any representations or warranties, expressed or implied, including the implied warranties of fitness for a particular purpose or merchantability. Buyer acknowledges that Seller has made no statements or representations inconsistent with the sale of the equipment on an “AS-IS, WHERE-IS” basis and that Buyer shall receive all rights, titles and interest in the above equipment. Further, consistent with the sale, Seller shall have no obligations for the repair, maintenance, or for any other obligations with respect to this equipment.

To the extent allowed by State law, the Buyer agrees to indemnify and hold harmless Seller, its agents, servants, and employees, from any and all loss, damage, liability or expense, including attorneys’ fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or in connection with Buyer’s use, possession, ownership, or future sale/disposal of the equipment.

Buyer and/or Buyer’s representative(s) entering the premises to inspect and/or remove equipment assumes all risks of damage, injury, or loss to person or property, and agrees to hold Seller free and harmless from any and all claims which may arise from any cause. When requested by Seller, Buyer agrees to evidence adequate insurance coverage for any or all operations involved with the sale and removal of equipment.

Buyer agrees to comply with all Federal, State, and Local regulations governing the use and disposal of this equipment.

Release of Goods:

Equipment will be released to the Buyer only upon Buyer’s receipt of Seller’s authorized purchase order form. Expenses incurred in connection with the handling and removal of the equipment will be the responsibility of the Buyer.

Purchase Price and Payment:

The purchase price (“Price”) of the Equipment is _____ Dollars (\$ _____) US dollars, and is due to the Seller upon Buyer’s receipt of the Seller’s invoice. A certified check or money order should be made payable to “**Lehigh University**”.

If the Buyer fails to pay for and/or remove the property within the time agreed upon, the Seller reserves the right, upon written notice to the Buyer, to sell or otherwise dispose of the equipment and shall consider any deposit submitted by the Buyer forfeited to the Seller as liquidated damages. The rights and remedies of Seller, provided this clause shall not be exclusive, are in addition to any other rights and remedies provided by law or under their contract.

SELLER: LEHIGH UNIVERSITY

BUYER: _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____