

BILL OF SALE

BUYER:

Name: Tel:

Address:

SELLER:

Department: Contact Person:

In consideration of the payment of the sum of dollars and cents

(\$ _____), and other good and valuable consideration, the receipt of which is acknowledged. Seller hereby sells and transfers to the Buyer the following:

WARRANTY OF TITLE. Seller hereby warrants that on the date below, Seller was the lawful owner of the item(s) listed above and that Seller had a good and lawful right to sell the same and that the title to same was free from any charge or encumbrance whatsoever and that Seller will defend said title.

GENERAL WARRANTIES. Seller makes no warranties, express or implied, except those warranties set forth in the agreement for purchase of the above-mentioned item/items between Seller and Buyer.

ACKNOWLEDGMENT, RELEASE AND WAIVER. All items are in 'as is, where is and with all faults' condition. USNH assumes no responsibility for, or provides any warranty for same, for its present condition, past or future maintenance, or longevity. USNH is neither the manufacturer nor a merchant of the item(s). The Purchaser acknowledges that no representations are being made by the University as to the condition or maintenance of the item(s), or its fitness for the purpose that the purchaser may intend for it.

Buyer hereby fully releases, absolves and holds harmless USNH, its trustees, officers, administrators, faculty, staff, and other employees or agents from all liability arising out of claims or actions relating to any accidents, injuries, damages or loss which arise out of the acceptance and use of the Sale(s) except for liability arising from any act or omission by USNH determined by a court of competent jurisdiction to constitute gross negligence.

Buyer agrees not to assert any claims or actions against USNH, its trustees, officers, administrators, faculty, staff, employees, or agents for any harm which arises out of the Sale(s) except where Buyer has a good faith belief that such harm is the result of gross negligence by USNH, its trustees, officers, administrators, faculty, staff, employees, or agents.

Buyer agrees that this release has been freely and voluntarily executed and that the contents have been fully and completely read and understood.

In Witness Whereof, Seller has caused this instrument to be executed in its name by a duly authorized representative on the following date:

Date: _____

By (Seller Signature): _____

Buyer Signature: _____