

DONATION AGREEMENT

1. **Background.** Community Computer Connection (C3), located at 14200 E. 35th Place Unit 105 Aurora, Colorado 80011, ("DONOR"), desires to donate computer desktops, laptops, printers, and monitors (the "EQUIPMENT") to:

Name of Non-profit or School: _____ ("RECIPIENT")

Federal Employer Identification Number (FEIN) : _____

2. **Indemnification.** In consideration of such donation, RECIPIENT and their respective officers, affiliates and successors and assigns, agree to fully indemnify DONOR's divisions, parents and/or related companies, subsidiaries, predecessors, successors and assigns and there affiliated companies and all of their respective officers, directors, employees, agents and stockholders (collectively "DONORS"), DONORS' heirs, executors, administrators, successors from all causes of action, suits, administrative or arbitration proceedings, debts, taxes, dues, sums of money, accounts, reckonings, damages, judgments, extents, executions, claims and demands whatsoever, in law or equity, which may be bought against the DONORS related to the use, sale, donation and or disposal of the EQUIPMENT.

3. **Limited Warranty; No Warranties of Merchantability or Fitness for a Particular Purpose; Limitation of Liability.**

3.1 **Limited Warranty** All EQUIPMENT donations are complete with a 90-day limited warranty which includes the following services: non-functioning EQUIPMENT diagnostics, repairs, and replacements ("SERVICES"). Warranty coverage is limited to the hardware and software setup by DONOR personnel only. Warranty coverage does not include: assistance with Internet accounts, non-related software and operating system installations, damage to EQUIPMENT or operating systems as a result of misuse or other- end user installed software (ie. malware, spyware, and virus infections), and data recovery at the time of repair. The following hardware items are considered consumable and are not covered under warranty: Laptop batteries, printer toner, and ink cartridges. Renewal of all consumables is the responsibility of the RECIPIENT. Data backups are recommended prior to any EQUIPMENT repairs. C3 is not responsible for on failed computers or data on computers left for repair. Out of warranty repair is available for a small fee. All equipment must be returned to our warehouse for warranty or out of warranty repair.

3.2 **No Warranties of Merchantability or Fitness for a Particular Purpose.** SECTION 3.1 HEREIN SETS FORTH DONOR'S SOLE AND EXCLUSIVE WARRANTY. DONOR EXPRESSLY EXCLUDES ALL OTHER WARRANTIES AND RECIPIENT RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR SERVICES BEING MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES. THIS EXCLUSION OF WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF DONOR FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF EQUIPMENT OR THE PROFESSIONAL SERVICES. FOR ANY DEFICIENCIES IN THE EQUIPMENT REPORTED TO DONOR DURING THE LIMITED WARRANTY PERIOD AND SUBJECT TO SECTION 3.1 HEREIN, DONOR'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF ANY DEFICIENCY IN THE EQUIPMENT OR SERVICES IS TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH DEFICIENCY.

3.3 **Limitation of Liability.** THIS AGREEMENT STATES DONOR'S SOLE AND EXCLUSIVE WARRANTY. DONOR HEREBY DISCLAIMS LIABILITY FOR AND IN NO EVENT SHALL DONOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, COSTS OF LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION OR REMOVAL OF EQUIPMENT, OR ANY DAMAGES FOR OR ATTRIBUTABLE TO ANY CLAIM OF RECIPIENT'S CUSTOMER OR OTHER END USER OF THE EQUIPMENT OR SOFTWARE. THIS DISCLAIMER SHALL APPLY WHETHER OR NOT DONOR HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Tax Liability** DONOR will be responsible for any personal property taxes on the Equipment up until the day before this Agreement is signed. RECIPIANT shall be responsible for any personal property taxes for the Equipment beginning on the date this Agreement is signed.

5. **Disposal Covenant** RECIPIENT agrees that in the event that they or any of its affiliates or known end users will dispose of the EQUIPMENT; such disposal shall be done in accordance and in full compliance with all applicable E.P.A., state and other federal regulations and guidelines.

6. **Setup Time** RECIPIENT agrees to pick up EQUIPMENT from DONOR on an agreed upon date within two weeks of receiving notice that the EQUIPMENT is ready. RECIPIENT will make sure EQUIPMENT is set up and being utilized within one month of receipt, or distributed though a Learn and Earn program within three months of receipt (as determined in grant request submitted by RECIPIENT).

7. **Equipment Use** RECIPIENT will ensure that all EQUIPMENT is utilized strictly as specified in grant request without the prior written consent of DONOR for a minimum of one year. Photo submission of EQUIPMENT in use is by RECIPIENTS area appreciated.

8. **Reporting** RECIPIENT agrees to complete DONOR reports as requested and administer outcome measurement processes as specified by DONOR

Person(s) authorized to pickup Equipment:

Name: _____ Title: _____

Name: _____ Title: _____

RECIPIENT:
(must be signed by the Director of the organization - Executive Director, Principal, etc.)

Signed: _____

Name: _____ Title: _____

This Agreement is entered into this _____ day of _____, 20 ____ and may not be changed orally.