

## GIFT TO CENTRAL NINE CAREER CENTER

Subaru of Indiana Automotive, Inc

Name

Address

Lafayette

IN

City

State

Zip

The absolute and full owner of the following property does hereby give to the Central Nine Career Center, a governmental body for public career and technical education of the State of Indiana, as an absolute gift, and state that there are no liens or encumbrances thereon, the following property:

Donation Description	Serial or VIN Number	Model Number	Assigned Tag Number	Estimated Value
4 Automatic Transmissions				
Cash Donation(s)	Amount of Donation	Purpose/Description for Donation:		

Dated this 5 day of May, 2021

Donor Signature

Steve Owen  
Staff Signature

Please make a copy for donor at time donation is made. Give original donation form to Executive Assistant. Curriculum Director will mail signed copy to donor and give copy to inventory clerk. Inventory clerk will place fixed asset tag in staff mailbox for instructor to place on donated item.

### Acceptance of Gift by Central Nine Career Center

The above gift is gratefully accepted by the Central Nine Career Center.

Dated this 11 day of May, 2021

CENTRAL NINE CAREER CENTER

By:

WK  
Director/Assistant Director Signature



## DONATION AGREEMENT

Subaru of Indiana Automotive, Inc. (hereinafter "SIA" or "Donor") hereby agrees to donate the item(s) set forth on Exhibit A (the "Donated Item(s)") to the Central Nine Career Center (the "Donee"). This donation is made with the express understanding that Donee hereby agrees to the following terms and conditions:

1. The sole consideration to benefit Donor as a result of the donation(s) contemplated by the Agreement shall be the convenience of having the Donated Item(s) removed from SIA's premises. No monetary compensation shall be due to SIA under the terms of this Agreement.

2. The Donee is a charitable institution as defined under Title 26 U.S. Code Section 501(c)(3) (the Internal Revenue Code of 1954), as amended. The Donated Item(s) shall be used only for non-profit purposes, and shall not be sold, loaned, or transferred in any manner by Donee without the express written consent of Donor.

3. Effective upon removal of the Donated Item(s) from SIA's premises, Donor hereby transfers, assigns and conveys to Donee all of Donor's right, title and interest in and to the Donated Item(s).

4. The Donated Item(s) is/are accepted by Donee "AS IS" and "WHERE IS". **DONOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE DONATED ITEM(S).**

5. Donee expressly releases Donor, and its subsidiaries, parent companies, affiliated companies, successors, assigns, officers, directors, employees and agents from any and all liability associated with the Donated Item(s), including, but not limited to, transportation of the Donated Item(s). **UNDER NO CIRCUMSTANCES WILL DONOR BE LIABLE TO DONEE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DONATED ITEM(S).**

6. Donee shall indemnify and hold harmless Donor, and its subsidiaries, parent companies, affiliated companies, successors, assigns, officers, directors, employees and agents from and against any and all claims, demands, obligations, causes of action and lawsuits, and all damages, liabilities, fines, judgments, costs (including settlement costs) and expenses associated therewith (including reasonable attorney's fees and disbursements) arising in any manner out of or in connection with the Donated Item(s) (including, but not limited to, use, possession and transport of Donated Item(s)) or Donor's enforcement of the provisions of this Agreement.

7. Donee shall obtain all licenses, permits and approvals required by all government entities, as applicable, and shall comply with all applicable federal, state, and local laws, regulations, statutes, and ordinances, now or hereafter enacted.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

ACCEPTED AND AGREED TO on the 11 day of May 2021.

Subaru of Indiana Automotive, Inc.

Central Nine Career Center

By: [Signature]

By: [Signature]

Printed Name: SLOTT BRAND

Printed Name: William Kouch

Title: EXP

Title: Director

## **EXHIBIT A**

- **ITEMS TO BE DONATED:**

**4 TRANSMISSIONS**