



Date: January 30, 2020

Sturgeon
Public Schools

Responsible Administrator: Associate Superintendent Corporate Services

PURPOSE

Schools require a process for disposal of their miscellaneous equipment such as desks, chairs, gym equipment.

PROCESS

The Associate Superintendent Corporate Services will be responsible to administer this administrative procedure.

PROCEDURE

- 1.0 Equipment available for disposal shall be such that.
 - 1.1 Individual schools deemed the equipment obsolete and not needed at their facility.
 - 1.2 Other schools in the Division have been offered and declared no particular use for this equipment in their facility.
 - 1.3 All Division employees are advised of this available equipment at the same time as the public.
- 2.0 When equipment is transferred/sold outside the Division, an Equipment Transfer Agreement must be completed.

References: Board Policy: 405 Budget Development and Transparency



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Equipment Transfer Agreement

1. I _____ acknowledge and agree that I have requested that Sturgeon Public Schools transfer ownership and possession to me of the following equipment described as:

e.g. [2 Ruether Boards]

2. I understand and confirm that Sturgeon Public Schools has advised me that this equipment is unlikely to meet current safety standards applicable to such equipment.
3. I understand and confirm that Sturgeon Public Schools has made no representations or warranties to me with respect to the condition or safety of the equipment.
4. I agree to defend and indemnify Sturgeon Public Schools for any claims or actions brought against the Division with regard to the equipment that arise after I have assumed ownership of the equipment.

(New Owner)

(Organization)

(Date)

References: Board Policy: 405 Budget Development and Transparency



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BILL OF SALE

THIS BILL OF SALE made in duplicate this _____ day of _____, 20__.

Sturgeon Public Schools (Hereinafter called the “Vendor”)

- and -

(hereinafter called the “Purchaser”)

In consideration of the sum of _____ (_____) to be paid immediately upon execution in the form of certified cheque, bank draft or cash by the Purchaser or Vendor, the receipt and sufficiency of which is wholly acknowledged, the Vendor absolutely transfers unto the Purchaser the following chattels:

- (a) Equipment (the “Chattels”).

(Please insert a detailed description of the equipment, including serial number, if applicable)

THE CHATTELS are presently situated:

- (a) _____

(Please insert description as to where Chattels are situated, for example a municipal address.)

References: Board Policy: 405 Budget Development and Transparency



THE VENDOR COVENANTS WITH THE PURCHASER:

1. That the Vendor is now rightfully and absolutely possessed of the Chattels and has the right to see them.
2. That the Purchaser shall enjoy quiet possession of the Chattels.
3. The Purchaser agrees to buy the Chattels AS IS. The Vendor provides no representation of warranty with respect to the condition or quality of the Chattels.
4. The Purchaser has exercised due diligence to determine the status of the Chattels to their satisfaction and the Vendor provides no representations or warranties as to the status of the Chattels including, but not limited to, whether the Chattels are encumbered.
5. The Purchaser agrees to accept any and all risk associated with the use of the Chattels.
6. The Purchaser agrees to indemnify and hold the Vendor harmless from and against any liability, demands, or expenses (including reasonable solicitor and client fees) for damages to the property or injuries (including death) to the Purchaser, its employees or any other person, arising from the use or maintenance of the Chattels.
7. It is agreed that wherever the singular or masculine is used in these presents the same shall be construed as the plural or feminine or neuter respectively where the part or context so requires.
8. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject hereof.



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IN WITNESS WHEREOF, the Purchaser has hereunto set his hand and seal on the date first above written.

Sturgeon Public Schools

Per: _____

Purchaser

Per: _____ OR

SIGNED in the presence of:

References: Board Policy: 405 Budget Development and Transparency