



BAYLOR
UNIVERSITY

BILL OF SALE

BUYER: _____

Address: _____

Phone: _____

SELLER: Baylor University

One Bear Place # _____

Waco, Texas 76798

Department: _____

Contact Person: _____

In consideration of the payment of the sum of _____ dollars (\$ _____), inclusive of all applicable taxes and other good and valuable consideration, the receipt of which is acknowledged, Seller hereby sells and transfers to the Buyer the following:

_____ (hereinafter collectively referred to as the "item").

RISK OF LOSS, EXPENSES, AND SHIPPING ARRANGEMENTS. Buyer shall remove item from its location at _____, Baylor University, Waco, TX 76706. Buyer is responsible for all costs and risks of loss in connection with the removal of item, including but not limited to damage to the item and to the adjacent structures and building, and for all costs and risks of loss in connection with transporting item after removal. Buyer is also responsible for obtaining and paying for all required city or state permits and for any taxes (other than sales tax) that might be applicable. After Buyer removes item from its location as stated above, Buyer shall arrange for shipping of the item and pay the shipping costs (if applicable).

WARRANTY OF TITLE. Seller hereby warrants that on the date below, Seller was the lawful owner of the item 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 other warranties, express or implied.

ACKNOWLEDGMENT, RELEASE, WAIVER, and INDEMNITY. Item is in 'as is, where is and with all faults' condition. Seller assumes no responsibility for, and provides no warranty for, its condition, past or future maintenance, or longevity. Seller is neither the manufacturer nor a merchant of the item. Buyer acknowledges that no representations are being made by Seller as to the condition or maintenance of the item, or its fitness for the purpose that Buyer may intend for it. Buyer hereby agrees to indemnify and hold harmless Seller, its regents, officers, administrators, faculty, staff, and other employees or agents from all liability and expenses arising out of claims or actions relating to any accidents, injuries, damages, or loss that are proximately caused by the negligence or other malfeasance of Buyer in connection with the removal, transportation, or use of the item.

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

Date: _____

By: _____

(Buyer Signature)

Seller: Baylor University

(Buyer Printed Name)