

BILL OF SALE

Xavier University (Seller) hereby sells, assigns and transfers to _____ (Buyer) all rights, title and interest of Seller in and to the following equipment, in consideration of payment of the sum of \$ _____, and other good and valuable consideration; receipt of which is hereby acknowledged.

Seller sells, assigns and transfers the following equipment (Equipment):

Seller warrants that it has title to, and is the lawful owner of the Equipment; The Equipment is free of all encumbrances; and Seller has the authority to sell the Equipment.

Seller and Buyer acknowledge and agree that the Equipment described above is sold and conveyed on an "as-is" and "where-is" basis, without any representation of warranties of any kind, expressed or implied, oral or written, made by Seller or any agent or representative of Seller. Seller expressly disclaims any warranties of merchantability or fitness for a particular purpose or quality.

Buyer does hereby fully release and discharge Seller, its trustees, officers, agents and employees from any liability or any loss, cost, damage, expense, injury or death arising from or in any manner connected with the receipt and use of the property. Further, Buyer indemnifies, saves harmless and defends Seller, its trustees, officers, agents and employees against any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys fees, for and on account of injury or death of any person, or damage to any property, which may be alleged to have arisen out of the receipt or use of the property by Buyer or any person or entity who subsequently receives the property from Buyer.

XAVIER UNIVERSITY

BUYER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____