

## USED EQUIPMENT SALES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Brooklyn Park, Minnesota (“Seller”) and \_\_\_\_\_, (“Buyer”).

1. Equipment. Buyer agrees to purchase the following used equipment (the “Equipment”) from Seller: Lakeland Park Playground equipment.
2. Sales Price. Buyer agrees to pay Seller \$\_\_\_\_\_ for the Equipment. Payment is due upon execution of this Agreement.
3. Delivery. Seller shall make the Equipment available to Buyer for their removal beginning \_\_\_\_\_, 2023. Removal must be completed by June 26, 2023.
4. Title and Risk of Loss. Title to, and the risk of loss, injury or destruction of the Equipment, from any cause whatsoever, shall pass to Buyer upon the removal of the Equipment.
5. Operation of Equipment. Buyer agrees to operate and use the Equipment in a reasonable manner for its intended purpose. Seller has advised Buyer to check the condition of the Equipment prior to use. Buyer acknowledges that Seller has recommended that Buyer secure copies of all operating manuals and instructions related to using the Equipment.
6. No Warranty. Buyer understands that Seller makes no representations as to the condition of the Equipment, nor does the City qualify as a merchant of said Equipment. The Equipment is made available as an accommodation, and not a service, to Seller. The Equipment is provided in an “as is” condition with all faults, latent and patent. Further, Seller makes no warranties, express or implied, as to the nature, quality or condition of the Equipment, including, but not limited to any implied warranties of merchantability and fitness for a particular purpose or use.
7. Assumption of Risk. Buyer recognizes that there are dangers and risks in the use of the Equipment. Buyer assumes all such risks whether known or unknown.
8. Insurance. Buyer agrees to maintain liability insurance covering use of the Equipment.
9. Workers’ Compensation. Buyer shall be responsible for injuries or death of its own personnel while using the Equipment. Buyer will maintain workers’ compensation insurance covering its own personnel while they are using the Equipment. Buyer waives the right to sue Seller for any workers’ compensation benefits paid to its own personnel or their dependents, even if the injuries were caused wholly or partially by the negligence of Seller or its officers, employees, volunteers or agents.

10. Indemnification. Buyer agrees to defend and indemnify Seller against any claims brought or actions filed against Seller or any officer, employee, or volunteer of Seller for injury to, death of, or damage to the property of any third person or persons, arising from Buyer's use of the Equipment.
11. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between Seller and Buyer and contains the entire agreement.
12. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Seller and Buyer.
13. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
14. Captions. Captions or headings contained in this Agreement are included for convenience only and form no part of the agreement between Seller and Buyer.
15. Waivers. The waiver by either Seller or Buyer of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
16. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
17. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESSA WHEREOF, Seller and Buyer, by action of their respective governing bodies, caused this Agreement to be approved.

**CITY OF Brooklyn Park,  
MINNESOTA**

**BUYER \_\_\_\_\_,**

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

AND: \_\_\_\_\_  
Recreation & Parks Director

Title: \_\_\_\_\_