

CITY OF PUNTA GORDA, FL
INDEMNIFICATION AND EQUIPMENT TRANSFER AGREEMENT

This Indemnification Agreement (the "Agreement") is entered into as of this [REDACTED], by and between the City of Punta Gorda (the "Seller") and the North Port Police Department (the "Buyer").

The City of Punta Gorda and the City of North Port are both municipal corporations of the State of Florida. Both parties agree to comply with the provisions of Section 768.28, Florida Statutes. Nothing herein constitutes a waiver of either party's sovereign immunity under Section 768.28, Florida Statutes. This provision shall survive the termination of this Agreement

1. Equipment Description

The Seller agrees to sell, transfer, and convey to the Buyer, and the Buyer agrees to purchase and accept, the following surplus law enforcement equipment (the "Equipment"):

- Item 1: 2022 HARLEY-DAVIDSON ELECTRA GLIDE, 114 POLICE MOTORCYCLE V# 1HD1FMP18NB605080

2. "As-Is" Condition

The Buyer acknowledges and agrees that the Equipment is sold and accepted in strictly "AS-IS" and "WHERE-IS" condition, with all faults. The Seller makes no express or implied warranties of any kind, including but not limited to any warranty of merchantability, fitness for a particular purpose, or operational capability.

3. Consideration

In exchange for the transfer of the Equipment, the Buyer agrees to pay the Seller the total sum of \$18,500.00 on or before [REDACTED].

4. Indemnification

To the fullest extent permitted by law, the Buyer shall defend, indemnify, and hold harmless the Seller, its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses (including attorney's fees) arising out of, related to, or resulting from:

1. The transportation, handling, storage, maintenance, deployment, or use of the Equipment by the Buyer or its personnel.
2. Any bodily injury, death, or property damage caused directly or indirectly by the Equipment after the transfer of possession.
3. Any failure of the Buyer to comply with applicable federal, state, or local laws, regulations, or ordinances governing the use, resale, or disposal of the Equipment.

5. Assumption of Risk

The Buyer expressly assumes all risks and liabilities associated with the ownership, possession, and use of the Equipment upon taking physical possession of the items.

Compliance with Laws and Agency Policies

The Buyer warrants that it is a legally recognized law enforcement agency authorized to possess and operate the Equipment. The Buyer agrees to comply with all applicable state and federal laws, including laws governing asset forfeiture and public auctions of police surplus.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law principles.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the Equipment and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification and Equipment Transfer.

Agreement as of the Effective Date.

SELLER: [City of Punta Gorda]

Signature: _____

Name: _____

Title: _____

Date: _____

BUYER: [North Port Police Department]

Signature: _____

Name: _____

Title: _____

Date: _____