

USED EQUIPMENT DONATION AGREEMENT

THIS USED EQUIPMENT DONATION AGREEMENT ("Agreement") is made effective as of the date executed by both parties ("Effective Date"), and is between Comcast Cable with offices at 676 Island Pond Road Manchester NH ("Transferor"), and the undersigned individual or entity ("Transferee"), under the following circumstances:

Transferor and Transferee agree as follows:

Section 1. Delivery of Equipment; Consideration; Transfer of Title.

1.1 At a mutually acceptable time and date, but not later than 30 days after the Effective Date, Transferor will, at Transferor's cost, expense and risk, deliver the equipment identified in Exhibit A to this Agreement ("Equipment") to Transferee's designated delivery location, as listed on Exhibit A (the "Delivery Site").

1.2 No monetary consideration shall be due to Transferor for delivery of the Equipment to Transferee under the terms of this Agreement.

1.3 Effective upon Transferor's delivery of the Equipment to the Delivery Site, Transferor hereby transfers, assigns and conveys to Transferee all of Transferor's right, title and interest in and to the Equipment.

Section 2. Disclaimer of Warranties; Limitation of Liability.

2.1 THE EQUIPMENT WILL BE CONVEYED TO TRANSFEEE AS IS AND WHERE IS AND "WITH ALL FAULTS, DEFECTS AND ERRORS. TRANSFEROR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE EQUIPMENT. TRANSFEROR WILL NOT HAVE ANY LIABILITY FOR ANY ERROR OR DEFECT IN THE EQUIPMENT OR ANY INABILITY OF TRANSFEEE TO USE THE EQUIPMENT. TRANSFEROR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, REGARDING THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OF EQUIPMENT SPECIFICATIONS, OPERABILITY, NON-INFRINGEMENT AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO CLAIM FOR ANY ALLOWANCE UPON ANY OF THE ABOVE GROUNDS WILL BE CONSIDERED AFTER OWNERSHIP OF THE EQUIPMENT IS TRANSFERRED TO TRANSFEEE PURSUANT TO THIS AGREEMENT.

2.2 UNDER NO CIRCUMSTANCES WILL TRANSFEROR HAVE ANY LIABILITY, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHERWISE FOR ANY DAMAGES SUSTAINED BY TRANSFEEE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR FROM THE USE OR INABILITY TO USE THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL,

SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF TRANSFEROR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 3. Entire Agreement; Amendments. This Agreement embodies the entire agreement between Transferor and Transferee with respect to the Equipment and supersedes all prior oral and written, and all contemporaneous oral, agreements, proposals, representations and understandings of the parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.

Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the New Hampshire as applicable to agreements made and wholly performed in New Hampshire.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) written below.

TRANSFEROR:

Comcast Cable Communications Inc.

By: _____

Title: Robert Portier
Senior Manager IT Support/Infrastructure

Date: _____

TRANSFEEE:

Town of Allenstown New Hampshire
(Legal name)

16 School Street
(Street address)

Allenstown NH 03275
(City, state, zip code)

By: _____
(Authorized signatory)

Title: _____

Date: _____

EXHIBIT A

1. **EQUIPMENT:**

| Make/Model | Serial_num |
|------------------|----------------------|
| 19" Dell Monitor | CN0YGP397287244CEA2L |
| 19" Dell Monitor | CN0YGP3972872389E6CL |
| 19" Dell Monitor | CN0YGP3972872441ACJL |
| 19" Dell Monitor | CN0YGP397287248BHE6B |
| 19" Dell Monitor | CN0YGP397287248LF11B |
| 19" Dell Monitor | CN0NWX67287237PA2LL |
| 19" Dell Monitor | CN0YGP39728724ALEA0B |
| 19" Dell Monitor | CN0YGP3972872464C1PL |
| 19" Dell Monitor | CN0YGP3972872441C68L |
| 19" Dell Monitor | CN0YGP3972872441AFML |
| 19" Dell Monitor | CN0YGP397287246BDF4L |
| 19" Dell Monitor | CN0YGP3972872392EEWL |
| 19" Dell Monitor | CN0YGP39728723AUCYJL |
| 19" Dell Monitor | CN0YGP397287244GCH1L |
| 19" Dell Monitor | CN0YGP3972872389E6DL |
| 19" Dell Monitor | CN0YGP397287248BCLWB |
| 19" Dell Monitor | CN0YGP3972872469CD7L |
| 19" Dell Monitor | CN0YGP397287239UD70L |
| 19" Dell Monitor | CN0YGP397287242HAW9L |
| 19" Dell Monitor | CN0YGP3972872464C1AL |
| 19" Dell Monitor | CN0YGP397287246BD6HL |
| 19" Dell Monitor | CN0YGP397287238DDCYL |
| 19" Dell Monitor | CN0YGP397287238DDD0L |
| 19" Dell Monitor | CN0YGP3972872441AAUL |
| 19" Dell Monitor | CN0YGP3972872464COYL |
| 19" Dell Monitor | CN0NWX67287236FC6GM |
| 19" Dell Monitor | CN0YGP39728724ALA1UL |
| 19" Dell Monitor | CN0YGP397287248LF4GB |
| 19" Dell Monitor | CN0YGP397287248LF4YB |

2. **DELIVERY SITE:**

Allenstown Departments