



General Motors
General Motors Technology Donation Program
Important Time-Sensitive Memo

General Motors Corporation
 DONATION AGREEMENT
DONATION TO NONPROFIT ORGANIZATION

Please note: This donation agreement must be completed, signed, title, dated and returned to the Donation Coordinator, PRIOR TO ANY DONATION BEING SHIPPED TO, OR PICKED UP BY, YOUR INSTITUTION. This is a change from current policy and is effective immediately. Once this document is completed and received, arrangements for shipping and/or pick-up will be made accordingly. Providing transportation for the donation is mandatory (at the expense of the Donee) within a 100 miles radius of the Donee. Please indicate if you are willing to pick-up from location: () Yes or () No. If no, please provide shipping address: If you do not want to participate in this donation, please check here: ()

Donation No: VEH2016-273	AD #:
Donated By: PARADISE CHEVROLET 6350 LELAND VENTURA, CA 93003 Contact Person: DAVID JONES Contact Phone: 805-642-0111	Name & Address of School/Institution (Donee – Other) Las Positas College 3000 Campus Hill Drive Livermore, CA 94551 Contact Person: Brian Hagopian Contact Phone: 559-930-4968
Make: CHEVY IMPALA	2G1WF5EK1B1186969
Value: \$6,090.00	
Other Comments (i.e. items missing, etc.): STABILITRAC AND TRACTION CONTROL INOP	

The item(s) identified above (the "Donated Item(s)") has/have been identified for donation to you by General Motors Corporation for nonprofit, educational, or exhibition purposes only. It is important to note that products are given in "as is" condition with no warranties expressed or implied. By completing, signing and submitting this application your organization agrees to this and the following conditions:

1. The Donated Item(s) will be used only by you for non-profit, educational or exhibition purposes and will not be sold, disposed of, or transferred by you. Upon completion of your use of the Donated Item(s), you will scrap the Donated Item(s), disposing of it/them in such a manner as to ensure that it/they can no longer be used or sold (by GM Scrap Policy).
2. If the Donated Item(s) is a motor vehicle or component thereof, it will not be licensed, titled or operated on any public or private road or highway.
3. You acknowledge that the Donated Item(s) is not certified to comply with any federal, state or local laws, rules or regulations.
4. You accept the Donated Item(s) "as is, with all faults," it being understood that it is not covered by any warranty. General Motors Corporation expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose.
5. You acknowledge that automobiles, machinery, or equipment of any sort are potentially dangerous by their nature. You acknowledge that there is risk associated with the operation of the Donated Item(s), and that you knowingly assume this risk. You acknowledge that the Donated Item(s) will be operated only by experienced, knowledgeable users such as college or university level students or faculty. For high schools, you acknowledge that the Donated Item(s) will be operated by students only under the direct supervision of an experienced, knowledgeable faculty member.
6. General Motors Corporation expressly disclaims, and you expressly release General Motors Corporation from any and all liability associated with the Donated item(s). In addition, you agree to the extent permitted by applicable law, to indemnify and hold harmless General Motors Corporation, its officers, directors, employees, and agents from damages, liabilities, fines, judgements, costs (including settlement costs) and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), (1) arising out of or in connection with the Donated item(s) or their use and possession; or (2) General Motors Corporation's enforcement of the provisions of this agreement.
7. The conditions set forth above have been communicated to, and are understood by all of your personnel who have access to the Donated Item(s).
8. The Donated property can not be transferred to any person, business or organization without the expressed written consent of General Motors and its agents. A Transfer Form is required for this purpose.

GM facilitates the donation of products to nonprofit entities in need of such equipment that do not have the resources to acquire such equipment on their own. It is the donee's sole responsibility to determine whether or not these products will perform as expected or needed. By completing and signing the product request form, the donee acknowledges that GM provides the products "as is" and without warranty or any kind, express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. "THE UNDERSIGNED" hereby acknowledges responsibility to, and agreement to, comply with all applicable export control laws for any item obtained from General Motors Corporation. "THE UNDERSIGNED" understands that General Motors Corporation reserves the right to reject any transaction determined to be in violation, or possible violation, of any applicable export control laws.

Please acknowledge your agreement to the above by signing this Donation Agreement in the space below and emailing a signed copy to GMDonations@TrainingSupportAdmin.com

Accepted and agreed to this _____ day of _____, 20____
 By: _____ Title: Vice Chancellor, Business Services
 Lorenzo Legaspi