

BILL OF SALE AND INDEMNIFICATION AGREEMENT

THIS BILL OF SALE AND INDEMNIFICATION AGREEMENT (“Agreement”) is made this _____ day of 2022, by and between Cobb County, Georgia (“Cobb”) and City of Fairburn, on behalf of the Fairburn City Fire Department (“Fairburn”).

WHEREAS, Fairburn desires to purchase certain firefighting vehicles and apparatus from Cobb; and

WHEREAS, Cobb has agreed to sell such vehicles and apparatus to Fairburn, upon the terms and condition set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Sale. Cobb hereby bargains, sells, grants and conveys unto Fairburn all of Cobb's right, title and interest in and to one (1) 2012 Pierce Dash Fire Engine, Unit 6639, VIN # 4P1CA01D0CA013168, mileage 56,631 (the "Vehicle") for the sum of Forty-Four Thousand Three Hundred and Sixty-Six and 00/100 Dollars (\$44,336.00).
2. Cobb Warranty. Cobb warrants to Fairburn that Cobb owns all of the right, title and interest in and to the Vehicle and that the Vehicle is not subject to any lien, claim or other encumbrance. COBB MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE VEHICLE OR ITS CONDITION OR PERFORMANCE OR FITNESS FOR ANY PURPOSE AND COBB SELLS AND DELIVERS THE VEHICLE TO FAIRBURN, AND FAIRBURN ACCEPTS THE VEHICLE, IN ITS "AS-IS"- "WHERE-IS" CONDITION.
3. Fairburn Warranty. Fairburn warrants to Cobb that Fairburn has fully examined and tested the Vehicle, that Fairburn is purchasing the Vehicle solely in reliance upon such examination and testing, and that Fairburn is fully satisfied with the Vehicle in its current "AS-IS" condition.
4. Indemnification & Hold Harmless.
 - a. For value recited and received, to the fullest extent permitted by law, Fairburn, its officials, officers, employees, successors and assigns (“Indemnitors”) jointly and severally agree to indemnify, defend and hold harmless Cobb and its officials, officers, employees, successors and assigns (“Indemnitees”), from and against any claim, action, liability, loss, expense, damage or suit arising out of or resulting from the sale of the Vehicle to Fairburn, and the subsequent use of the Vehicle by Fairburn after the date of this Agreement.
 - b. In the event of any asserted claim, the Indemnitees shall provide the Indemnitors with timely written notice of same and thereafter the Indemnitors shall at their own expense defend, protect and hold harmless Indemnitees against said claim or any loss or liability thereunder.
 - c. In the event the Indemnitors shall fail to so defend and hold harmless Indemnitees, then in such instance the Indemnitees shall have the right to defend such legal claim or action on their own

behalf without notice to the Indemnitors and the Indemnitors shall reimburse and be liable to Indemnitees for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim (including attorney's fees and court costs).

5. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

WHEREFORE, the parties have executed this Agreement by their duly authorized representatives the date first written above.

CITY OF FAIRBURN:

By: _____

Name: _____

Title: _____

COBB COUNTY:

By: _____

Lisa N. Cupid, Chairman

Attest: _____

County Clerk