



AGREEMENT

The requesting Law Enforcement Agency (LEA) understands that any excess property received in the past or future, from the State of Tennessee, Property Utilization Division, pursuant to section 1033 of the National Defense Authorization Act as amended, must be placed into use within one year of receipt and utilized for a minimum of one year. Prior to disposal of any excess federal property, the requesting LEA must submit a written request to the Property Utilization Division.

The requesting LEA accepts transfer of any property "AS IS" and without any warranty of fitness of any kind, express or implied. The requesting LEA acknowledges that there may be hazards associated with the use of the property that can cause damage to property or serious injury or death and agrees to provide appropriate training to any persons who use such property.

Neither the State of Tennessee nor any persons acting as employees of the State of Tennessee assumes any liability for damages or injuries to any person or property arising out of the use of federal excess property. The requesting LEA shall indemnify and hold harmless the United States Government, the State of Tennessee, and any agency thereof, and any person acting as an official and/or employee of any of them, from any suits, actions, demands, or claims of any nature from the use of federal excess property received. The requesting LEA agrees to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of any excess federal property received.

Property available under this agreement is for the use of authorized program participants; not for speculative or possible future use. Property may not be obtained for the purpose of sale, lease, rent, exchange, barter, to secure a loan or to otherwise supplement normal budgets.

Transfer of federal excess property is also expressly condition by the statements below:

1. Maintenance of property for use as intended for law enforcement activities only.
2. Assumption of all costs of receiving, operating, maintaining, and disposing of said property.
3. Maintenance of an inventory of all property received and/or disposed of.
4. Submission of a written request, prior to disposal of any property, to the Property Utilization Division, State of Tennessee for approval of such.
5. The authorized official below has read and agrees to all conditions and terms of the Memorandum of Agreement (MOA) between the State of Tennessee/Local Law Enforcement Agency (LEA) and the Defense Logistics Agency (DLA) and all terms of this AGREEMENT.

Signature of Authorized Official, Sheriff/Chief

Print Name of Authorized Official, Sheriff/Chief

Title

Date

Name of Agency

Address