

## CMDC DONATION AGREEMENT

CMDC Donation Agreement (“**Agreement**”) is made effective as of the Effective Date set forth below by and between the Undersigned Donor (“**Donor**”) and the Undersigned Donee (“**Donee**”).

1. The Clean Mobility Development Collaborative Consortium (“CMDC”) is willing to coordinate the transfer of donated goods between Donor and Donee. Donated Goods shall be defined in Schedule A, attached hereto (“Goods”). At no time shall CMDC possess ownership or title to any of the Goods.

2. Donee understands and agrees that all rights, obligations, liabilities, and responsibilities of ownership of the Goods will immediately transfer to Donee upon execution of this Agreement. Donee is responsible for all costs and expenses associated with preparing, loading and transporting the Goods from the Premises.

3. Donee agrees that (ii) Donor is not the manufacturer of the Goods; (ii) Donor has made no verbal or written representations as to the present condition of the Goods and (iii) Donor has not provided any express or implied assurances, warranties or guarantees with regard to any aspect of the Goods. Donee further agrees that the Goods are being donated “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and that the condition of the Goods is unknown to Donor. Donor accepts the donation of the Goods in their existing condition and assumes all risks of property damage and personal injury that may result from the acquisition of the Goods.

4. Donee, on behalf of itself and all of its officers, directors, employees, members, owners, agents, assigns, accountants, attorneys, legal representatives, divisions, parents, subsidiaries, affiliates, joint ventures, shareholders, trustees, successors, assigns, and representatives, hereby waives, releases, acquits, and discharges Donor and all of Donor’s officers, directors, employees, members, owners, agents, assigns, accountants, attorneys, legal representatives, divisions, parents, subsidiaries, affiliates, joint ventures, shareholders, trustees, successors, assigns, and representatives (collectively, “**Donee Parties**”), from any and all claims, liabilities, demands, penalties, judgments, settlements, assessments, actions, causes of action, losses, charges, damages (including actual, special, consequential, punitive, and exemplary damages), costs, expenses, rights, compensation, of whatever kind or nature, at law or in equity, foreseen or unforeseen, contingent or liquidated, matured or unmatured, known or unknown, that exist now, have ever existed, or may exist in the future relating to or arising from this Agreement, the transfer of the Goods, or the Goods, including, without limitation, any defects (whether latent or patent) in or to the Goods (including any design, mechanical, or workmanship defects, damage history or any other defect or damage related to the Goods). Donee agrees not to commence, aid, or participate in (except to the extent required by order or legal process issued by a court or governmental agency of competent jurisdiction without action, direct or indirect, by Donor) any legal action or other proceeding based in whole or in part on any of the claims subject to this Section 4.

5. To the fullest extent permitted by law, (i) Donee hereby assumes the sole and exclusive responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the Goods; (ii) Donor shall not be responsible for any injury to person (including death) or damage to property resulting from

Donee's possession, use, misuse or failure of the Goods and (iii) Donee will defend, indemnify and hold harmless Donor and all Donor Parties from and against all judgments, awards, losses, actions, demands, causes of action, costs, fines, penalties, assessments, charges, damages (including actual, special, consequential, punitive, and exemplary damages), liabilities, claims, demands and expenses (including reasonable attorneys' and other professional fees) arising out of, resulting from, or otherwise relating to the Goods or a breach of this Agreement, including, without limitation, any costs and expenses of product liability claims, personal injury claims, or any other injury of a third party in connection with the Goods. Donee's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Donor has the right to be represented by and actively participate through counsel of its choosing in the defense and resolution of any indemnification matters, at Donee's expense. Under no circumstances may Donee settle any indemnified claim hereunder without Donor's express written consent, unless such settlement involves solely the payment of money damages without any admission of liability, fault, responsibility or similar finding on the part of Donor.

6. This Agreement is governed by and is to be construed in accordance with the laws of the State of California without regard to its conflict of laws provisions and as if entirely performed therein.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below if the dates are the same or the later date if the dates are different ("Effective Date").

**DONOR**

**DONEE**

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\_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## **Schedule A**

### **Goods**