

**PURCHASE AND SALE AGREEMENT
(Food Truck)**

This PURCHASE AND SALE AGREEMENT ("AGREEMENT") is dated **May 20, 2015**, ("Effective Date") by and between the **Fremont Union High School District** ("SELLER") and the **Manhattan Beach Unified School District**. ("BUYER") (collectively the "PARTIES").

This AGREEMENT is made pursuant to Education Code section 17542 with reference to the following Recitals:

A. SELLER desires to sell to BUYER, pursuant to the terms set forth herein, the personal property belonging to the SELLER identified as follows (hereinafter the "PROPERTY"):

2012 Ford Utilimaster Food Truck Conversion by Carlin, VIN # 1F65F5KY4C0A05598

B. BUYER desires to purchase the PROPERTY AS-IS and in the condition presently found, despite any defects or damage to the PROPERTY which may exist.

C. Prior to the purchase of the PROPERTY from SELLER, SELLER provided BUYER access to the PROPERTY so that BUYER could inspect and test the PROPERTY.

D. SELLER and BUYER wish to consummate this transaction. A Bill of Sale is attached as Exhibit "B" and a California DMV approved Bill of Sale is attached hereto as Exhibit "C".

For good and valuable consideration the receipt of which the PARTIES hereby acknowledge, the PARTIES agree as follows:

1. Terms.

- a) Price. SELLER agrees to sell the PROPERTY to BUYER and BUYER agrees to purchase the PROPERTY from SELLER for **One Hundred Fifty Thousand Dollars (\$150,000.00)** ("Purchase Price"). Payment of the Purchase Price shall be due upon delivery of the PROPERTY to BUYER.
- b) Indemnification. Should any party materially breach this Agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this Agreement (including the breach of representations or warranties). This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this Agreement..
- c) AS-IS. The PROPERTY is being sold "AS IS" and with all faults, whether patent or latent. The entire risk as to the quality, condition and performance of the PROPERTY is with BUYER. Accordingly, SELLER makes no warranty, express or implied, and BUYER disclaims any warranty of any other kind, including any warranty of

merchantability or fitness for a particular purpose. Should the PROPERTY prove defective, damaged, faulty, flawed or imperfect in any way following its purchase, BUYER and not SELLER assumes the entire cost of all necessary servicing, replacement, disposal or repair. BUYER is assuming all risk associated with the PROPERTY and BUYER will defend, indemnify and hold the SELLER harmless from any liability arising out of use or condition of the PROPERTY, as provided for in this AGREEMENT.

The provisions of Sections 1(b) and 1(c) shall survive the termination or expiration of this AGREEMENT.

- d) Odometer Declaration. SELLER hereby states that the odometer in the PROPERTY now reads _____ miles and to the best of SELLER's knowledge it reflects the actual mileage of the PROPERTY described herein.
2. Delivery of Property. SELLER shall deliver the PROPERTY, and BUYER shall take possession of same, at SELLER's premises (either in person or through a third party) on or before **June 30, 2015**, ("Delivery Date"). If delivery is to be made at a date after the execution of this Agreement, it is SELLER's duty to ensure that the PROPERTY is delivered in the same condition as when last inspected by the BUYER. It is BUYER's duty, either in person or through a third party to appear at SELLER's premises during standard business hours on or before the Delivery Date to remove the PROPERTY from SELLER's premises.
 3. Transfer of Title. SELLER shall convey title to BUYER upon delivery of the PROPERTY to BUYER. BUYER shall be responsible for all costs associated with documentation and procedures required for transferring title to BUYER. SELLER agrees and covenants to execute all documents presented by BUYER which are necessary to finalize transfer of title and registration upon the PROPERTY to BUYER.
 4. Third Party Relationships. Nothing contained in this AGREEMENT shall create a contractual relationship with, or cause of action in favor of, any third party against the either party.
 5. Entire Agreement. This AGREEMENT contains the sole and entire agreement and understanding of the PARTIES with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained within this AGREEMENT have been made by any party hereto.
 6. Modification of Agreement. This AGREEMENT may be supplemented, amended, or modified only by the mutual agreement of the PARTIES. No supplement, amendment, or modification of this AGREEMENT shall be binding unless it is in writing and signed by both PARTIES.
 7. Severability of Agreement. If a court of competent jurisdiction holds any provision of this AGREEMENT to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

8. Binding. This AGREEMENT shall bind and in me to the benefit of the PARTIES hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.
9. Choice of Law. This AGREEMENT is entered into pursuant to the laws of the State of California and shall be interpreted pursuant to those laws with venue in Los Angeles County.
10. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.
11. Authority. Each party warrants that they have the authority to execute and to enter into this AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

SELLER and BUYER evidence their full understanding of this AGREEMENT, as of the date first written above, by execution below:

SELLER
FREMONT UNION HIGH SCHOOL DISTRICT

BUYER
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Christine Mallery
CBO/Associate Superintendent

Dawnalyn Murakawa-Leopard
Assistant Superintendent, Administrative Services

APPROVED THIS _____ DAY OF _____, 2015

Jon R. Gundry
Santa Clara County Superintendent of Schools

Exhibit "A" DESCRIPTION OF PROPERTY

Item#	Make	Miles	Year	License#	VIN#	Description
1	Ford Utilimaster		2012	1349940	1F65F5KY4C0A05598	Carlin Manufacturing Body

Exhibit "B"

BILL OF SALE

FREMONT UNION HIGH SCHOOL DISTRICT, a California public school district duly organized and validly existing under the Constitution and laws of the State of California (hereinafter "SELLER"), in consideration of **One Hundred Fifty Thousand Dollars (\$150,000.00)**, the receipt whereof is hereby acknowledged, does hereby bargain, sell, transfer and deliver, without recourse, unto **MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**, an individual (hereinafter "BUYER"), the following described personal property ("Personal PROPERTY"), to wit:

Item#	Make	Year	License#	VIN#	Description
1	Ford Utilimaster	2012	1349940	1F65F5KY4C0A05598	Carlin Manufacturing Body

TO HAVE AND TO HOLD the same unto the said BUYER and BUYER's successors and assigns forever.

And the SELLER hereby covenants and agrees to and with the BUYER and to the BUYER's successors and assigns that SELLER is the owner of the above-described Personal PROPERTY; that the same is free of all encumbrances; that the SELLER has a good right and title to sell the same; and that the SELLER will and the SELLER's successors and assigns shall warrant and forever defend this sale against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has caused this Bill of Sale to be executed by its duly authorized representative as of the date set forth below.

DATED: May 14, 2015

FREMONT UNION HIGH SCHOOL DISTRICT

By: _____

CHRISTINE MALLERY

CBO/ASSOCIATE SUPERINTENDENT

Exhibit "C"

**CALIFORNIA DMV
BILL OF SALE**