

**CERTIFICATIONS AND AGREEMENTS
(INCLUDING TERMS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS)**

A. THE DONEE CERTIFIES THAT:

1. It is a public agency or a nonprofit educational or public health institution or organization exempt from taxation under section 501 (c) (3) of the Internal Revenue Code of 1954 within the meaning of section 203 (j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration.
2. If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior written approval of the Louisiana Federal Property Assistance Agency.
3. Funds are available to pay all costs and charges incident to donation.
4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under title VI of the Civil Rights Act of 1964, section 606 of title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, title IX of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination act of 1975.

B. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

1. All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the Louisiana Federal Property Assistance Agency and, at the donee's expense, return such property to the Louisiana Federal Property Assistance Agency or otherwise make the property available for transfer or other disposal by the Louisiana Federal Property Assistance Agency, provided the property is still usable as determined by the Louisiana Federal Property Assistance Agency.
2. Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.
3. In the event the property is not so used or handled as required by (b) (1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of American and, upon demand, the donee shall release such property to such person as GSA or its designee shall direct.

C. THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000.00 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment on which the Louisiana Federal Property Assistance Agency designates a further period of restriction.
3. In the event the property is not so used as required by (c) (1) and (2), and Federal restrictions (b) (1) and (2) have expired, then title and right to the possession of such property shall at the option of the Louisiana Federal Property Assistance Agency revert to the State of Louisiana Federal Property Assistance Agency and the donee shall release such property to such person as the Louisiana Federal Property Assistance Agency shall direct.

D. THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

1. From the date it receives the property and through the period(s) of time the conditions imposed by (b), (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it

permanently for use outside the State, without the prior approval of GSA under (b), or the Louisiana Federal Property Assistance Agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the Louisiana Federal Property Assistance Agency, shall be remitted promptly by the donee to GSA or the Louisiana Federal Property Assistance Agency, as the case may be.

2. In the event any of the property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without the prior approval of GSA or the Louisiana Federal Property Assistance Agency, the donee, at the option of GSA or the Louisiana Federal Property Assistance Agency shall pay to GSA or the Louisiana Federal Property Assistance Agency, as the case may be, the proceeds of this disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the Louisiana Federal Property Assistance Agency.

3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the Louisiana Federal Property Assistance Agency, and shall, as directed by the Louisiana Federal Property Assistance Agency, return the property to the Louisiana Federal Property Assistance Agency, release the property to another donee or another State agency or to a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the Louisiana Federal Property Assistance Agency.

4. The donee shall make reports to the Louisiana Federal Property Assistance Agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the Louisiana Federal Property Assistance Agency.

5. At the option of the Louisiana Federal Property Assistance Agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations, and restrictions pertinent thereto in (d) by payment of an amount as determined by the Louisiana Federal Property Assistance Agency.

E. THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY RECEIVED:

1. The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind.

2. Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions reservations or restrictions occurs, GSA or the Louisiana Federal Property Assistance Agency will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

F. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000.00 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the additional special terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative.

G. THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE LOUISIANA FEDERAL PROPERTY ASSISTANCE AGENCY APPLICABLE TO ITEMS DONATED:

1. Items with a unit acquisition cost over \$10,000 - restricted for thirty months from the date the property is placed in use.

2. Each passenger motor vehicle and any motorized heavy equipment (such as bulldozers, tractors, etc.) shall bear the official decal of the donee or the name of the donee in letters not less than three inches in height on each side of the item during the period of compliance.

3. Donees which are defined as State agencies shall maintain those items which are movable, non-consumable and have a fair marked value of seventy-five dollars or more and have been obtained from the Federal surplus property program on the Inventory Control System defined in the State Property Control Regulations of April 20, 1976.

4. Donees which are not defined as State Agencies shall maintain those items which are movable, non-consumable and have a fair market value of seventy-five more and have been obtained from the Federal surplus property program on an inventory control system during the period of compliance. That inventory control system shall show the locations of the items.
5. Donee agrees to pay the total service charges billed monthly within thirty days of the date of the invoice with a check drawn on the account of the donee.
6. All bedding (mattresses, cover, etc.) will be sterilized by the donee before placing into use.

H. THE DONEE AGREES TO THE FOLLOWING PENALTIES AS A CONDITION TO PARTICIPATE IN THE PROGRAM.

1. Suspension from participation in the program for a period of twelve months for falsification of any information on the Request for Property form.
2. Suspension from participation in the program for a period of ninety days and shall promptly pay the Louisiana Federal Property Assistance Agency a fine of one percent per day of the Federal acquisition cost for each day of misuse or failure to comply (D) (1) with this agreement.
3. Suspension from participation in the program when notification is received that donee's account is over ninety days past due until the account is paid in full.