

BILL OF SALE AND INDEMNIFICATION AGREEMENT

That on this _____ day of October __, 2021, the City of Pembroke Pines, a Florida municipal corporation, having its principal place of business in the County of Broward, Florida, with an address of 601 City Center Way, Pembroke Pines, Florida (hereinafter referred to as "Seller"), for and in consideration of the sum of twenty three thousand (\$ 23000) Dollars, in lawful money, the receipt of which is hereby acknowledged, (and other good and valuable considerations unto it moving) to it paid by Michael Kurt, with an address of 2516 Normandy Dr. SE, #214C Grand Rapids, MI 49506 (hereinafter referred to as "Buyer") has granted, bargained, sold, transferred, set over and delivered unto the Buyer, its successors and assigns, all those certain goods and chattels, described as follows:

One (1) 4300LP HORTON (" ambulance ");
VIN No. 3HAMNAAM8BL367689, as is, hereby referred as the "Vehicle".

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

And the Seller, for itself and its successors, hereby covenants to and with the Buyer, its successors and assigns, that the Seller is the lawful owner of the said goods and chattels; that they are free from all liens and encumbrances; that the Seller has good right to sell the same as aforesaid; and that it will warrant and defend same against the lawful claims and demands of all persons whomsoever.

Buyer acknowledges that the Vehicle is being sold in its present condition with no warranties from the Seller, expressed or implied, that Buyer has had the opportunity to inspect the Vehicle and accepts it in its present condition, and Buyer shall relinquish and hold harmless Seller against any and all claims resulting from the ownership, operation, maintenance or possession of Vehicle resulting hereunder.

Buyer acknowledges and understands that Buyer is purchasing a municipal ambulance vehicle for conversion to civilian use. Buyer warrants and otherwise promises to remove and destroy all emergency equipment, emergency lights, decals, signage, or other equipment which is prohibited for civilian ownership, and shall not use or resell the Vehicle until all prohibited equipment is removed and destroyed. This includes but is not limited to, flashing lights, light bars, emergency warning and lighting equipment, emergency sirens, and signage referring to use or ownership by any governmental entity or fire department.

Buyer shall not use or resell the Vehicle for any public or private emergency purpose or operation.

Buyer, for specific and good and valuable consideration, hereby agrees to hold indemnify and hold harmless, the City of Pembroke Pines, and their agents, elected officials, employees, designees and appointees from any and all manner of action and actions, cause and causes of actions, suits, damages, judgments, and claims of any kind whatsoever, in law or in equity, which are a direct or indirect result of the Vehicle to Buyer.

The City of Pembroke Pines is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in this Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute thereof.

Buyer consents to the enforcement of this agreement under the laws of the State of Florida, with jurisdiction lying in Broward, Florida.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Seller has hereto set its hand and affixed its seal as of the date first above written.

SELLER:
CITY OF PEMBROKE PINES, a Florida
Municipal Corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2020, by _____, in
their capacity as _____, of the City of Pembroke Pines, a municipal corporation.

NOTARY PUBLIC

Personally Known OR

Produced Identification

Type of Identification Produced

BUYER:

By: 

Name: Michael Kurt

STATE OF MICHIGAN
KENT COUNTY

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or
☐ online notarization, this 28 day of September ²⁰²¹ 2020, by Kelly Jakems


NOTARY PUBLIC

Personally Known OR
X Produced Identification

Driver License
Type of Identification Produced

