

For Military Department Use

This agreement is made between the United States of America (hereinafter called the “government” or the “donor”) and the _____ (hereinafter called “the donee”) operating under the laws of the State of _____ located _____.

1. The government is authorized by section 2572 of Title 10, U.S.C. to transfer by gift or loan, not to exceed \$10,000 of section 2572 of Title 10, U.S.C., without expense to the United States and on terms prescribed by the Secretary, any documents and historical artifacts, excluding any condemned and obsolete combat materiel not needed by the Department. The donee is eligible under the terms of section 2572 of Title 10, U.S.C.
2. The donee has applied in writing by letter dated [insert date] and has agreed to assume and pay all costs, charges, and expenses incident to the donation including the cost of any required demilitarization and of preparation for transportation.
3. The government agrees to release [insert item description] and to notify the donee of the available date sufficiently in advance thereof to enable the donee to make necessary arrangements for acceptance.
4. By this deed of gift the donor transfers title, conveys and assigns free and clear of all encumbrances, to the donee.
5. The donee agrees to accept it on an “as is where is” basis and be responsible for all arrangements and costs involved in its removal. The donee will, at no cost to the donor, arrange and pay for disassembly, packing, crating, handling, transportation, and other actions as necessary for the removal of the donated property to the donee’s location.
6. The donor certifies that the donation is unsafe for operational use and is only suitable for static display. Any use of the donated property is fully and completely the responsibility of the donee.
7. The donee will indemnify, save harmless, and defend the donor from and against all claims, demands, action, liabilities, judgments, costs, and attorney’s fees, arising out of claims on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession or use of the donated property.
8. Subject to the conditions set forth above, title to the property will vest in the donee upon receipt of written acceptance hereof from the donee.

Executed on behalf of the donor, this _____ day of _____, 20_____.

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