



FEATHER RIVER RAIL SOCIETY

P O Box 608 · Portola, CA 96122 · museum 530.832.4131 · office 530.832.1657 · fax 530.832.1854 · www.WPLives.org

DONATION AGREEMENT

This agreement, hereinafter referred to as the “**Agreement**” is by and between Vance Mahon, an individual with mailing address of PO Box 1495, Colfax, CA, 95713, hereinafter referred to as the “**Donor**” and the Feather River Rail Society, a non profit public benefit 501(C)(3) California corporation, with mailing address of P.O. 608, Portola CA 96122 hereinafter referred to as the “**Museum**”, and collectively as the “**Parties**”, witnesseth:

Recitals

Whereas, Donor owns one used Fire Truck, hereinafter referred to as the “**Fire Truck**” which Donor is willing to donate to the Museum and

Whereas, the Museum wishes to add said Fire Truck to its collection that Donor has offered to donate,

NOW THEREFORE, in consideration of the conditions set forth in this Agreement, Donor and the Museum hereby agree and contract with one another as follows:

- I. **Donation of Fire Truck:** The Donor hereby agrees to donate to the Museum and the Museum hereby agrees to accept that certain Fire Truck, herein described, all on the terms and conditions herein set forth.
- II. **Identity of Fire Truck:** The Fire Truck which the Donor wishes to donate to the Museum is described as follows:

Quantity: One (1)
Manufacturer: GMC
Built date: 1951

Model number: 624
Serial number: 1297
VIN: 624361297

- III. Conditions of Donation:** The Fire Truck is donated as is where is, FOB Colfax, CA.
- IV. Further Conditions of Donation:** The Museum shall give donor first right of refusal should it decide at some future time that the Fire Truck is no longer relevant to its collection. Ownership of said equipment shall only be transferred to a third party if Donor agrees to same in writing prior to transfer. The Museum shall also provide proper protection to the Fire Truck by storing it under cover on Museum grounds during winter months, with the exception of special event weekends. The Museum agrees to make a good faith effort to acknowledge the donating parties as "Vince Mahon and Jim Dobbas, Inc." in all publications and signage relating to the Fire Truck.
- V. Value of Donation:** The Museum has established, in good faith and based on fair market value of similar equipment, a value of \$5,000 for Fire Truck. See Appendix "A" attached herein. Should Donors feel this value incorrect, Donors shall obtain an independent appraisal for Fire Truck and furnish a copy of same to Museum for its record.
- VI. Indemnification:** The Museum hereby assumes liability for and agrees to defend, indemnify, protect and hold the Donors harmless from and against all liabilities (including without limitation any obligation based on strict liability and tort), claims, suits, judgments, damages, losses, fines, penalties, costs and expenses including attorneys fees and costs arising out of or in any manner connected with the ownership, use, or operation of Fire Truck on and after the closing date of the donation.
- VII. No Warranties:** The Donor makes no warranties, expressed or implied, regarding the operating condition of the Fire Truck.
- VIII. Closing Date and Delivery:** The Closing Date and Delivery of the Fire Truck shall take place upon the full endorsement of this Agreement by all the Parties hereto. At that time, all of the Donor's rights, title and interest shall pass to the Museum.

- IX. **Governing Law:** The Parties intend that this agreement be governed by the laws of the State of California and shall be litigated, if needed, in Plumas County, CA.
- X. **Binding on Heirs and Assigns:** This Agreement and each of its provisions shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the Parties hereto.
- XI. **Sole and Only Agreement:** This agreement constitutes the sole and only Agreement between the Parties respecting the Fire Truck and correctly sets forth the rights, duties and obligations of each to the other with respect to the Fire Truck as of the date of endorsement of this agreement. Any amendment hereto must be in writing and signed by both parties.

In witness whereof, the Parties have caused this Agreement to be executed by their duly empowered and authorized representatives as of the date last endorsed below.

DONOR

Vance Mahon
Donor

Date: _____ 2006

FEATHER RIVER RAIL SOCIETY

Rod McClure
FRRS President

Date: _____ 2006

Appendix "A"



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Listed in category:

Automotive > Other Vehicles & Trailers > Commercial Trucks > Emergency & Fire Trucks

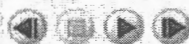
1966 FORD 700 FIRE TRUCK ** ANTIQUE ** RUNS GREAT!

Item number: 300042837531

RECENTLY DECOMMISSIONED - WAITING FOR A NEW HOME

Bidder or seller of this item? Sign in for your status

Watch this item in My eBay | Email to a friend



1 of 20

Supersize

Current bid: **C \$102.50** Place Bid >
Reserve not met

Buy It Now price: **C \$4,995.00** Buy It Now >

End time: **05-Nov-06 19:00:00 EST**
(4 days 4 hours)

Shipping: Buyer responsible for vehicle pick-up or shipping. Vehicle shipping quote is available.

Sells to: Canada

Item location: 850 St. Joseph Blvd. Hull, Quebec, Canada, Canada

History: 2 bids

High bidder: User ID kept private

You can also: **Watch this item**

Email to a friend |
Sell one like this

Meet the seller

Seller: outaouais
Feedback: **100% Positive**
Member: since 21-
Canada

- Read feedback or
- Ask seller a question
- Add to Favourite
- View Seller's other items

Buy safely

1. **Check the seller**
Score: 37 | 100%
Read feedback or
2. **Learn how you are protected**
Read our safe buying guide

Listing and payment details: [Show](#)

Description

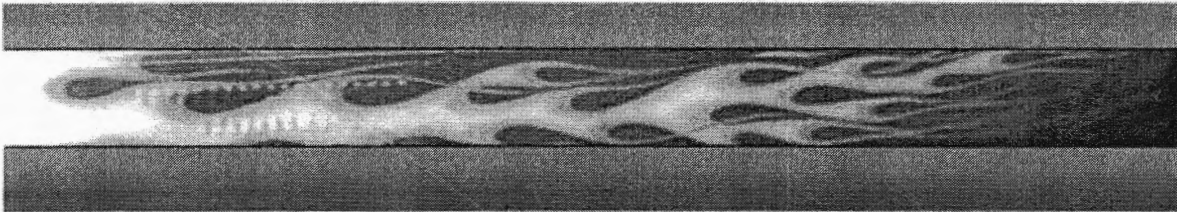
Seller assumes all responsibility for listing

Item Specifics - Commercial Trucks

| | | | |
|--------------------------------------|-------------|----------------------|---------|
| Type: | Fire | Number of Axles: | 2 |
| Class: | Unknown | Engine Make: | Ford |
| Make: | Ford | Engine Horsepower: | - |
| Model: | 700 | Fuel Type: | Gas |
| Year: | 1966 | Transmission Type: | Manual |
| Kilometres: | 35,000 | Transmission Speeds: | 5 Speed |
| Title: | Clear | Suspension Type: | Spring |
| Vehicle Identification Number (VIN): | C70DU906332 | Tire Size: | 20 |

Condition:

Used



Friends, you are viewing an extremely attractive, low mileage, well kept 1966 Ford 700 Fire Engine! Recently decommissioned by the municipality of Plaisance, Quebec, this red beauty is looking for a new owner to serve. perfect for a campground, trailer park or any other area where access to a Fire Department is limited. This vehicle comes with the ladders, main hose, operational pump and we even have 2 fireman jackets to go with hoses that can be put into a lake or river in order to draw water. I hope the pictures do this beauty justice. throw yourself in the driver's seat and turn on the siren. It's mechanically sound, and looks forward to pleasing it's owner.

If you are looking for an antique fire engine, or if you need one for your business, campground or other area that removed from the nearest fire station, then this is the vehicle for you.. Call Martin today at 819-770-0220. I can pick up, or arrange shipping for you (at buyers expense).

TERMS OF SALE

Buyer is responsible for pickup or shipping of this vehicle. If you wish to have it shipped using a service, we will cooperate. You can locate shippers by doing a search for 'auto shippers'. We can also gladly recommend a shipping company.

If you are not sure about something, please ask! Do not assume anything not listed is included. We reserve the right to cancel bids for excessive negative feedback. Item is for sale locally; therefore we reserve the right to cancel the sale without notice. Vehicle is sold AS-IS, WHERE-IS, with no warranty.

Please do not bid on this auction unless you are serious about owning this vehicle. All non-paying high bidders will be reported to eBay, and negative feedback will be posted.

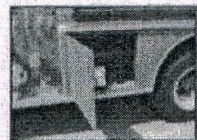
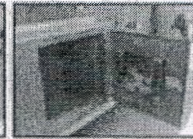
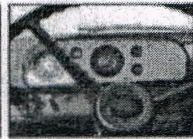
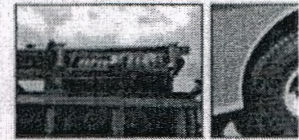
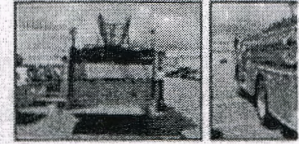
PLEASE ONLY BID WHAT YOU ARE WILLING TO PAY. IF THE RESERVE IS NOT MET, WE MAY CONTACT THE HIGH BIDDER TO OFFER THE SECOND CHANCE OPTION.

IF YOU PLAN ON COMING TO VIEW THE VEHICLE LISTED IN THIS AUCTION, PLEASE CALL IN ADVANCE TO ARRANGE AN APPOINTMENT. EBAY PRICES ARE NOT HONORED THROUGH WALK-INS, ONLY DIRECTLY THROUGH THE INTERNET DEPARTMENT. PRICES ARE SIGNIFICANTLY HIGHER ON OUR SHOWROOM. PLEASE CONTACT MARTIN LECLAIR AT (819)770-0220

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Shipping, payment details and return policy

Pickup & Shipping

Buyer is responsible for vehicle pickup or shipping. Vehicle shipping quote is available.

Seller's payment instructions

Winning bidder must contact us within 24 hours of auction end, and make arrangements for payment at that time. A deposit is due within 48 hours of end of auction. The remainder is due within 7 days of auction end. If no contact within 24 hours we reserve the right to re-list the vehicle, sell it to the next high bidder, or sell it otherwise. Please arrange payment prior to bidding. There is a \$199 CDN documentation fee on all vehicles sold. Taxes are not included.