



**Santa Barbara Unified**  
Every child, every chance, every day.

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## Used Computer/Electronic Device Sales Agreement

THIS Used Computer/Electronic Device Sales Agreement ("Agreement") is entered into as of \_\_\_\_\_ by \_\_\_\_\_ and between the Santa Barbara Unified School District (the "District" or the "Seller") and \_\_\_\_\_ ("Buyer").

### RECITALS

A Seller is the owner owns certain personal property described as \_\_\_\_\_ (the "Property").

B. Seller's governing board has determined by a unanimous vote that the Property does not exceed \$2,500 in value and may be sold at a private sale without advertising as permitted by Education Code section 17546(a).

C. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, the Property upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**PURCHASE AND SALE OF PERSONAL PROPERTY.** Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property for the sum of \$ \_\_\_\_\_, cash. The purchase price shall be paid on or before \_\_\_\_\_.

**DISCLAIMER OF WARRANTIES.** Buyer has inspected Property. Buyer shall acquire the Property in its "AS-IS" – "WHERE-IS" condition and shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical and environmental condition of the Property. Seller makes no representation or warranty concerning the condition of the Property, the suitability of the Property for the Buyer's use, and specifically disclaims all representations or warranties of any nature concerning the Property made by the District and their employees, agents and representatives.

**Indemnification.** Buyer shall defend, indemnify and hold harmless Seller against any and all claims resulting from Buyer's purchase of the Property.

**Entire Agreement. Waivers and Amendments.** This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

\_\_\_\_\_  
Acknowledged by Purchaser

\_\_\_\_\_  
Date

**To be completed by ETS staff:**

- Computer/Device contains protected health information as defined by HIPAA:  Yes  No
- Computer/Device contains protected student information as defined by FERPA:  Yes  No
- Computer/Device was cleansed of data through an approved SBUnified ETS data cleansing operation:  Yes  No
- Computer/Device was unmanaged and removed from jamf I PRO:  Yes  No  N/A
- Computer/Device was removed from Apple's Device Enrollment Program:  Yes  No  N/A

ETS Tech: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_