

Department of Management and Budget

**FEDERAL SURPLUS PROPERTY PROGRAM**

Lansing, Michigan

**DISTRIBUTION DOCUMENT**

AGREEMENT NO.		NAME OF ELIGIBLE DONEE OR CONSIGNEE						DATE		
STREET ADDRESS				CITY		COUNTY		ZIP CODE		
SIGNATURE OF PROGRAM SUPERVISOR								DATE		
<input checked="" type="checkbox"/>	Unit Gov't. A/C	Total Gov't. A/C	State Serial No.	Line Item No.	DESCRIPTION (include Serial Numbers)	Unit	Quantity Requested & Received	Balance	Unit Service Charge	Total Service Charge
<input type="checkbox"/>										
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BEING THE AUTHORIZED AGENT OF THE ABOVE DONEE, I ACCEPT THE PROPERTY LISTED AND THE ATTACHED CONTINUATION SHEET(S), WHERE APPROPRIATE, AND COMMIT THE DONEE TO THE CERTIFICATIONS, TERMS AND CONDITIONS PRINTED ON PAGE 2 OF THIS DOCUMENT.

**THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

- (1) That, under no circumstances, will it sell or otherwise dispose of donated property without prior approval of the Michigan State Agency for Federal Property.
- (2) Donee agrees to the terms and conditions governing the transfer of Federal Property as set forth in the Certificate and Agreement appearing on page 2 of this form.
- (3) Donee agrees to pay the service and handling charges within 30 days after billing date.
- (4) **ALL SERVICES CHARGES TO BE VERIFIED BY THE LANSING OFFICE.**

**WITNESS THE DONEE HAS EXECUTED THIS INSTRUMENT.**

Failure to complete this form will negate the purchase.  
This form is issued under authority of P.A. 431 of 1984.

The above includes all items received.

Above listed property is sheet -of- sheets attached.

SIGNATURE OF MISASP REPRESENTATIVE	SIGNATURE OF AUTHORIZED AGENT	DATE
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**CERTIFICATION AND AGREEMENTS (INCLUDING TERMS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS) TO BE INCLUDED ON THE STATE AGENCY ISSUE OR DISTRIBUTION DOCUMENT**

**(a) THE DONEE CERTIFIES THAT:**

- (1) It is a public agency or a nonprofit education or public health institution or organization exempt from taxation under Section 501 of the Internal Revenue Code of 1954 within the meaning of Section 203(j) of the Federal Property and Administration Services Act of 1949, as amended, and the regulations of the Administrator of General Services.
- (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, and including research for such purpose. The property is not being acquired for any other purpose, or for sale or other distribution, or for permanent use outside the State, except with prior approval of the State 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. Title VI Section 606 of the Federal Property Administrative Services Act of 1949, as amended. Section 504 of the Rehabilitation Act of 1973, and Section 303 of the age Discrimination Act of 1975, as amended.

**(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 State agency and, at the donee's expense, return such property to the State agency or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed heron.
- (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 America and upon demand the donee shall release such property to such person.

**(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 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 (to be in accordance with provisions of the State Plan of Operations).
- (3) In the event the property is not 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 State agency revert to the State of Michigan and the donee shall release such property to such person as the State agency shall direct.

**(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:**

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (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 State 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 State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, 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 State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State 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 State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, department, or agency of the United State, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
- (4) The donee shall make reports to the State 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 State agency, and report when the property is stolen, destroyed by fire or vandalism.
- (5) At the option of the State agency, the donee may abrogate the condition set forth in (c) and the terms, reservations, and restrictions pertinent therefore in (d) by payment of an amount as determined by the State agency.

**(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PEROPERTY LISTED HEREON:**

- (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, the State 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 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 OR MORE REGARDLESS OF THE PUROSE FOR WHICH ACQUIRED, AND FOREIGN GIFTS AND DECLARATIONS:**

The donation shall be subject to the term, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

**(g) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$5,000:**

- (1) Surplus property must be used in an authorized program.
- (2) Personal use or non-use of surplus is not allowed.
- (3) Always obtain our permission before selling or trading surplus property.
- (4) Read your distribution document-understand your obligations.