

AGREEMENT AND BILL OF SALE

THIS AGREEMENT AND BILL OF SALE ("Agreement") is made as of the **17** day of **October**, 2025, between Dallas Center-Grimes School District ("District") and the undersigned Buyer ("Buyer") for the sale of the surplus technology identified in the RFP as

X Lot 1: Chrome Devices X Lot 2: Apple Devices

WHEREAS, the District owns the technology devices for use by its students and staff (the "Property"); and

WHEREAS, the District has upgraded its fleet of technology devices and needs to dispose of the current fleet; and

WHEREAS, the Buyer desires to purchase the Property from the District in its "as is" condition; and

WHEREAS, the District has agreed to enter into this Agreement with the Buyer for the purpose of transferring title to the Property to the Buyer as set forth herein.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase Price.** The Buyer shall pay to the District a one-time payment in the amount of **\$38,082.00** (the "Purchase Price"). The Purchase Price shall be due in full prior to the Buyer taking possession of the Property under Section 2 of this Agreement.

2. **Possession.** The District does hereby sell, convey, transfer, assign, deliver, and vest in the Buyer, its successors and assigns forever, all of its right, title, and interest in and to the Property, subject to the Buyer's fulfillment of this Agreement. The Buyer shall be solely responsible for collecting the Property from the District's technology department located at 2555 W 1st Street, Grimes, IA 50111. If the Buyer does not collect the Property by December 1, 2025, the District may terminate this Agreement by written notice to the Buyer and sell the Property to an alternative third party.

3. **No Warranties.** The Property is sold "AS IS" with no warranties of any kind. THE DISTRICT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY AND EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW. BUYER WARRANTS THAT IT HAS MADE A SATISFACTORY INSPECTION OF THE PROPERTY AND BUYER TAKES THE PROPERTY "AS IS" AND IN ITS EXISTING CONDITION.

4. **Waiver of Liability.** The Buyer agrees to waive, exempt, release, and discharge the District, its directors, officers, agents and employees, from any and all claims, demands and actions for injury, loss, or damage arising out of or in any way connected to the sale of this Property, whether or not caused by any act, omission, negligence, or other fault of the District, its directors, officers, agents or employees, or by any other cause.

5. **Risk of Loss.** The Buyer shall bear the risk of loss of the Property from the date of execution of this Agreement by Buyer.

6. **Indemnification.** The Buyer agrees to indemnify, defend, and hold harmless the District and its directors, officers, agents and employees, from any claims, causes of action, losses, damage, liabilities, costs, and expenses, including reasonable attorney's fees, which the Buyer or any third party may sustain arising out of this Agreement or the Buyer's purchase of the Property.

7. **Binding on Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Choice of Law.** This Agreement shall be governed by the internal laws of the State of Iowa (without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction). Any action brought by either party arising out of this Agreement shall be brought in a court of competent jurisdiction in Story County, Iowa.

9. **Assignment.** Buyer shall not have the right to assign or transfer all or any part of its interest in this Agreement without the written consent of the District.

10. **Severability.** If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, provided that this Agreement as so modified preserves the basic intent of the parties.

11. **General Provisions.** Failure to promptly assert rights herein shall not be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement contains the entire agreement of the parties and shall not be amended except by written instrument duly signed by the District and the Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient. Such counterparts, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date signed below.

BUYER: Tech to School

SELLER: Dallas Center-Grimes School District

Dated: 10 October 2025

Signed: _____, Dallas Center-Grimes Board President

Data Sanitization

Tech to School uses iShredder, a secure data erasure application. iShredder surpasses international standards used by state and military organizations in secure file deletion with a wide selection of tried-and-trusted state-of-the-art deletion algorithms.

For both MacOS and iOS devices, we have the ability to utilize any of the the following secure deletion algorithms based on the district's preference: DoD 5220.22-ME, US Air Force (AFSSI-5020), US Army AR380-19, DoD 5220.22-M ECE, BSI/VS-ITR TL-03423, BSI-2011-VS, CSEC ITSG-06, NATO Standard, Gutmann, HMG InfoSec No.5, DoD 5220.22 SSD.

Environmental Responsibility

No electronic equipment procured by Tech To School will be disposed of in any landfill. Any equipment deemed unfit or unsafe for resale will be properly disposed of through a process compliant with EPA standards. All recycled equipment will be mechanically disassembled into its base components (plastics, metals, wire, PCB, paper, etc.), hard drives shredded, and guaranteed an environmentally safe and secure disposition.