



General Motors/Gifts in Kind International

General Motors Technology Donation Program

Important Time-Sensitive Memo

To: Erie County Technical School - David J. Michalak

Fax: 814-464-8625

Date: March 22, 2010

Re: Donation of 2004 SATURN VUE 5GZCZ33D34S829432

General Motors Corporation (GM) is pleased to support your automotive training program through a **donation of a Saturn VUE 5GZCZ33D34S829432**. This donation is part of the General Motors Service Operations on-going support of technical training.

Gifts In Kind International, the leading charity in the field of product philanthropy, is coordinating this and future donations. As already and previously communicated, your institution is responsible for the transportation of this donation.

To receive your donation of a Saturn VUE 5GZCZ33D34S829432 please

- **Sign the attached Donation Agreement (DA) form**
- **Fax a copy to Kelly Worley-Greene within 72 hours at (248) 837-6001.**
- **Keep the original on file at your site**

Thank you again for your training partnership with GM. We value your involvement.

Sincerely,

Kelly Ann Worley-Greene
GMSTC Donation Support Team
c/o Gifts in Kind International
333 N. Fairfax Street
Alexandria, VA 22314

Email: Kelly_A_Worley-Greene@raytheon.com



General Motors Corporation DONATION AGREEMENT

DONATION TO NONPROFIT ORGANIZATION

Please note: This donation Agreement must be completed, signed, title, dated and returned to the Gifts In Kind International Donation Coordinator, PRIOR TO ANY DONATION BEING SHIPPED TO, OR PICKED UP BY, YOUR INSTITUTION. This is a change from current policy and is effective immediately. Once this document is completed and received, arrangements for shipping and/or pick-up will be made accordingly. **Kelly Worley-Greene at (248)837.6001. Providing transportation for the donation by your institution is mandatory. Please indicate if you are willing to pick-up from location: (✓) Yes or () No. If you do not want to participate in this donation, please check here: ()**

Donation No: VEH2010-017		AD #: RAYTH029
Donated By: GM GREAT LAKES CHEVROLET BUICK, INC John Rocco 310 S CHESTNUT ST JEFFERSON, OH 44047-1317 P: 440-576-9031		Name & Address of School/Institution (Donee – Other) Erie County Technical School David J. Michalak 8500 Oliver Rd. Erie, PA 16509 P: 814-464-8612
Description of Item(s) to be Donated: 2004 SATURN VUE	VIN# 5GZCZ33D34S829432	Value 5,000.00
Other Comments (i.e. items missing, etc.):		

The item(s) identified above (the "Donated Item(s)") has/have been identified for donation to you by General Motors Corporation for nonprofit, educational, or exhibition purposes only. It is important to note that products are given in "as is" condition with no warranties expressed or implied. Gifts In Kind International cannot guarantee specific items, styles, or colors. By completing, signing and submitting this application your organization agrees to this and the following conditions:

1. The Donated Item(s) will be used only by you for non-profit, educational or exhibition purposes and will not be sold, disposed of, or transferred by you. Upon completion of your use of the Donated Item(s), you will scrap the Donated Item(s), disposing of it/them in such a manner as to ensure that it/they can no longer be used or sold (by GM Scrap Policy).
2. If the Donated Item(s) is a motor vehicle or component thereof, it will not be licensed, titled or operated on any public or private road or highway.
3. You acknowledge that the Donated Item(s) is not certified to comply with any federal, state or local laws, rules or regulations.
4. You accept the Donated Item(s) "as is, with all faults," it being understood that it is not covered by any warranty. General Motors Corporation expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose.
5. You acknowledge that automobiles, machinery, or equipment of any sort are potentially dangerous by their nature. You acknowledge that there is risk associated with the operation of the Donated Item(s), and that you knowingly assume this risk. You acknowledge that the Donated Item(s) will be operated only by experienced, knowledgeable users such as college or university level students or faculty. For high schools, you acknowledge that the Donated Item(s) will be operated by students only under the direct supervision of an experienced, knowledgeable faculty member.
6. General Motors Corporation expressly disclaims, and you expressly release General Motors Corporation from any and all liability associated with the Donated item(s). In addition, you agree to the extent permitted by applicable law, to indemnify and hold harmless General Motors Corporation, its officers, directors, employees, and agents from damages, liabilities, fines, judgments, costs (including settlement costs) and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), (1) arising out of or in connection with the Donated item(s) or their use and possession; or (2) General Motors Corporation's enforcement of the provisions of this agreement.
7. The conditions set forth above have been communicated to, and are understood by all of your personnel who have access to the Donated Item(s).
8. The Donated property can not be transferred to any person, business or organization without the expressed written consent of General Motors and its agents. A Transfer Form is required for this purpose.
9. Gifts In Kind International (Gifts In Kind) facilitates the donation of products to nonprofit entities in need of such equipment that do not have the resources to acquire such equipment on their own. In requesting these donated products, Gifts In Kind is not the manufacturer or publisher of the donated products identified in this document nor is it in any way responsible for the ability of these products to function properly. It is the donee's sole responsibility to determine whether or not these products will perform as expected or needed. By completing and signing the product request form, the donee acknowledges that Gifts In Kind provides the products "as is" and without warranty or any kind, express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. In no event will Gifts In Kind be liable to any person or entity for any direct, indirect, special or consequential damages of any kind whatsoever, including, but not limited to, lost revenue or profit, lost or damaged data or other commercial or economic loss, even if Gifts In Kind had been advised of the possibility of such damages or loss. Any goods received from Gifts In Kind International will not be used with the intention or knowledge that the funds will be used to commit a terrorist act.
10. "THE UNDERSIGNED" hereby acknowledges responsibility to, and agreement to, comply with all applicable export control laws for any item obtained from General Motors Corporation. "THE UNDERSIGNED" understands that General Motors Corporation reserves the right to reject any transaction determined to be in violation, or possible violation, of any applicable export control laws.

Please acknowledge your agreement to the above by signing this Donation Agreement in the space below and returning a signed copy via fax to the sender at: Kelly Worley-Greene c/o Gifts In Kind International, 333 North Fairfax Street, Alexandria, Virginia 22314 Attn: GM Donation Program

Accepted and agreed to this 23 day of March, 20 10

By: Joseph Taralovich Title: Principal