

Ford Customer Service Division Collision Vehicle Donation

FORD TRAINING EQUIPMENT DONATION AND ACCEPTANCE AGREEMENT

This Agreement applies to the donation and acceptance of TRAINING VEHICLE(S) and their components ("Equipment") from FORD in support of the respective Ford Customer Service Division Collision Vehicle Donation. Please return this completed Agreement to bguldi2@ford.com

This Equipment Donation Agreement ("Agreement") is entered into this <u>2nd</u> day of <u>June, 2025</u> by and between FORD MOTOR COMPANY, and Dos Palos-Oro Loma Joint Unified School District.

RECITALS

A. Ford is willing to donate to School the following Equipment:

VIN	Model Year	Brand	Vehicle Model	
3FA6P0SU0KR251888	2019	Ford	Fusion	
3FA6P0SU3LR250414	2020	Ford	Fusion	

B. School is willing to receive the Equipment and use it for the purpose and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS & CONDITIONS

1. Donation.

- (a) This Agreement shall constitute a donation of the Equipment to School. Ford hereby donates the Equipment specified to School for good and valuable consideration as provided herein, to be held and used by School or its designees in accordance with this Agreement:
- (b) Each Vehicle/Equipment donated will have the Restraints Control Module (RCM) removed disabling the Supplemental Restraints system as a safety precaution.
- (c) The High Voltage Battery has been removed from the vehicle for recycling purposes. The vehicle/equipment will function as non-drivable for training purposes.
- (c) ALL EQUIPMENT IS USED. SCHOOL AGREES THAT THE EQUIPMENT IS BEING DONATED IN "AS IS" CONDITION AND FORD DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.
- 2. <u>Location; Title; Risk of Loss.</u> Upon execution of this Agreement and assignment of title, the Equipment shall become the property of School, and School shall bear the risk of loss of and damage to the Equipment.

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- 3. Ford expressly disclaims, and School expressly releases Ford from any and all liability associated with the Equipment.
- 4. School will hold Ford harmless for any property damage or personal injury claims involving the Equipment.
- 5. <u>Taxes, Fees, and Other Permits.</u> School shall pay all occupational taxes and governmental charges imposed in connection with the use and operation of the Equipment.
- 6. <u>Delivery.</u> Ford shall be responsible for delivery of the Equipment to School. Ford shall not be responsible for any delay in delivery or availability of the Equipment.

7. Use of Equipment.

- (a) School may utilize Equipment only for training programs. When the Equipment is no longer useful for training as a complete operating unit, assemblies or components may be removed for ongoing training purposes. Upon completion of School's use of the Equipment and major assemblies, the Equipment and assemblies or components will be crushed, disposing of it/them in such a manner as to ensure that the Equipment or any of its/their components can no longer be used or sold. The Equipment will be crushed at School's expense, including transportation to the scrap yard and any associated fees. School is entitled to collect and keep any funds paid by the scrap yard for the scrap value of the vehicle and/or major assemblies.
- (b) The Equipment may not be operated on public roads or on private property School shall not use or operate the Equipment in violation of any federal, state, local, or provincial law, rule, regulation, or ordinance. The Equipment shall be used at all times in a safe, careful, and lawful manner and by legally qualified operators. Under no circumstances shall any such operators be presumed to be the agent, servant, or employee of Ford, nor shall any of them be deemed to be under Ford's direction and control.
- (c) In no event shall School make the Equipment available to motor vehicle manufacturers or their agents, or motor vehicle suppliers or their agents, other than Ford and its designated agents.
- 8. Confidentiality and Publicity. Except as required by law, School shall not disclose or publicize to any third party: (i) any description of the Equipment, technical specifications, or other information about the Equipment, (ii) the nature or terms of this Agreement, or (iii) the results of any testing, inspection, or evaluation by School without Ford's prior written consent. School shall take the necessary steps to familiarize all appropriate employees of its obligations under this Agreement.

9. Force Majeure/Limitation of Liability.

- (a) Ford shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction, or any cause beyond Ford's control.
- (b) IN NO EVENT SHALL FORD BE LIABLE FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES, OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE, LOSS, DELAY OR FAILURE OF DELIVERY OR DEFECT OR FAILURE OF THE EQUIPMENT OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING OR REPLACING THE SAME.
- 10. <u>Dispute Resolution.</u> If either party initiates litigation on contractual causes arising from this Agreement, the other party shall have the right to initiate mediation with the Model Procedure for mediation of Business disputes of the Center for Public Resources ("CPR"). Each party will bear equally the costs of the mediation.

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CCHOOL

- (a) The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from CPR if they have been unable to agree upon such appointment within 20 days.
- (b) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of 30 days.
- (c) If the mediation is not successful, the parties may continue to litigation.

11. Entire Agreement, Waiver and Notice.

- (a) This agreement constitutes the entire agreement between the parties and may only be amended, modified, or supplemented by a written amendment executed by Ford and School. In no event shall any course of dealing, custom or usage of trade modify, alter, or supplement any of the terms or provisions contained herein.
- (b) Failure by Ford to enforce any term, provision, or condition hereof, or to exercise any of its rights hereunder, shall not be construed as thereafter waiving any such terms, provisions, conditions, or rights.
- (c) All notices specified or permitted herein shall be in writing, shall be given by postpaid U.S. mail, and shall be deemed given when mailed in a post box regularly maintained by the U.S. Postal Service.

GOTTOGE	
Instructor's Signature	Date
Instructor's Printed Name	
SCHOOL Officer/Authorized Representative's* Signature	Date
Anthony Hernandez	Assistant Superintendent of Business
SCHOOL Officer/Authorized Representative's* Printed Name	SCHOOL Officer/Authorized Representative's* Title
* SCHOOL's Officer/Authorized Representative must have the auth	ority to agree to the requirements
Vehicle Delivery Contact at SCHOOL:	
Anthony Hernandez Name:	ahernandez@dpol.net E-Mail:
2,093,920,200.00	
Phone:	

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Status: Sent

Process

Certificate Of Completion

Envelope Id: C592AEC3-EDE5-4589-B8A9-D0904B71D44E

Subject: Complete with Docusign: DosPalosHigh.2025Vehicle Donation Acceptance Agreement FCSD.dotx

Source Envelope:

Document Pages: 3 Signatures: 1 Envelope Originator:

Initials: 0 Certificate Pages: 5 Bryan Guldi

AutoNav: Enabled 1 American Rd

Envelopeld Stamping: Enabled Dearborn, MI 48126-2701

Time Zone: (UTC-05:00) Eastern Time (US & Canada) bguldi2@ford.com IP Address: 19.12.76.191

Record Tracking

Status: Original Holder: Bryan Guldi Location: DocuSign

5/27/2025 9:03:24 AM bguldi2@ford.com

Security Appliance Status: Connected Pool: Ford Security Pool-Active 2019 Servers

Signer Events Signature **Timestamp**

Anthony Hernandez Sent: 5/27/2025 9:06:37 AM ahernandez@dpol.net Viewed: 5/28/2025 12:38:16 AM

Assistant Superintendent of Business

Dos Palos Oro Loma Joint Unified School District Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 5/28/2025 12:38:16 AM ID: 46bdb583-d2c7-4d59-b5ba-1d0219c2f214

Jason Warren jwarren@dpol.net

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Bryan Guldi

bguldi2@ford.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Amanda Going

Amanda.Going@Ed-Foundation.org

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	5/27/2025 9:06:37 AM		
Envelope Updated	Security Checked	6/3/2025 3:20:01 PM		
Envelope Updated	Security Checked	6/3/2025 3:20:01 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Ford Motor Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Ford Motor Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pstogier@ford.com

To advise Ford Motor Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at pstogier@ford.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Ford Motor Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to pstogier@ford.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Ford Motor Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to pstogier@ford.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Ford Motor Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Ford Motor Company during the course of my relationship with you.

^{**} These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.