**FIREARM(S) CONDITIONAL TRANSFER DOCUMENT**

**November 8, 2021**

The United States of America (hereinafter called the U.S. General Services Administration (GSA) acting by and through the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State Agency for Surplus Property (hereinafter called the SASP), pursuant to the powers and authority contained in Title 40, United States Code, as amended, transfers to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Donee) the firearm(s) hereinafter described.  The Donee represents that the firearm(s) is/are required in the furtherance of the Donee’s program and will be used solely for law enforcement activities and for no other purpose.  The firearm(s) is/are delivered for Donee’s exclusive use under the conditions and restrictions listed below.  The firearm(s) or list of firearm(s) is/are described below or made as an attachment to this document.

**FEDERAL FIREARMS ARE PERPETUALLY OWNED BY THE FEDERAL GOVERNMENT, TITLE/OWNERSHIP NEVER TRANSFERRES TO THE DONEE**.

MAKE(S) AND MODEL(S) SERIAL NUMBER(S)

While the firearm(s) being donated are limited to those firearms assigned disposal condition code of 4 or better, this donation is being made on an “as is, where is” basis without warranty of any kind, and delivery is made at the present location of the firearm(s) regardless of where the firearm(s) may be situated:

SUBJECT, HOWEVER, to the following conditions and restrictions:

1. The Donee agrees that the firearm(s) shall be used, as stated in the letter of intent, which is hereby incorporated by reference, solely for law enforcement activities by the Donee’s compensated law enforcement officers whose primary functions include the powers to apprehend and to arrest while enforcing applicable Federal, state, and local laws.
2. The Donee shall begin using the firearm(s) within 12 months after all required signatures have been affixed to this document.  The Donee’s compensated officers must use the firearm(s) only for the purposes stated above in perpetuity.  **No other use is authorized at any time**.
3. If the firearm(s) is/are not placed in use for the purpose stated above by the Donee within 12 months of donation, as evidenced by the date of the last signature of this document, and used thereafter in perpetuity, then within 30 days after:  (1) the initial 12 months period has expired without authorized use of the firearm(s) or (2) the date the firearm(s) have ceased to be used for the purpose authorized above, the Donee shall provide notice thereof in writing to the SASP.  The Donee shall, as directed by GSA through the SASP, either release the firearm(s) to another Donee in accordance with 41 CFR Part 102-37 or destroy the firearm(s) in accordance with paragraph (10) below of this control transfer document, in a manner such that each complete firearm is rendered completely inoperable and incapable of being made operable for any purpose except for the recovery of its basic material content.
4. The Donee shall comply with all applicable Federal, state, and local firearms laws, regulations, registration, and use requirements.
5. The Donee shall immediately report any violation of paragraph (8) below of this control transfer document received pursuant to this conditional transfer document.
6. The Donee shall conduct annual inventories of all donated firearm(s) and report the results to the SASP.  The Donee and the SASP shall maintain the inventory results for three years for review by the SASP and/or GSA as appropriate.
7. The Donee shall report to the SASP on the use, condition, and location of the firearm(s) and on other pertinent matters, as required from time-to-time, by the SASP and/or GSA.
8. The Donee shall **not ever sell, trade, lease, lend, bail, cannibalize, modify, lose, encumber, or otherwise dispose of the firearm(s), or remove the firearm(s) permanently for use outside the state.**
9. In the event the firearm(s) is/are ever sold, traded, leased, loaned, bailed, cannibalized, lost, encumbered, otherwise disposed of, or removed from the state in violation of the terms of this agreement, the Donee, at the option of GSA, shall be liable to the United States Government for the proceeds of the disposal or the fair market value of the firearm(s) at the time of the unauthorized transaction, as determined by GSA.
10. For donated firearms that are destroyed, the Donee and a representative of the SASP shall state in writing that the firearm(s) was/were destroyed in accordance with (3) above.  The original signed statement must be maintained by the Donee and the SASP for a period of 5 years.
11. In the event of a breach by the Donee or its successor in function of any of the above conditions and restrictions, interest in and to the firearm(s) shall, at the option of GSA, revert to and become the property of the United States Government, and the Donee or its successor or assigns, shall forfeit all of its or their rights, titles, and interests in and to the firearm(s) and may be subject to other penalties, both civil and criminal.
12. The Donee agrees that it has the ability to safely maintain, operate, finance, properly store, and guarantee the security of the firearm(s) being requested.
13. The donee agrees to secure the firearm(s) using two levels of security when not carried on an officer’s person or in the officer’s immediate physical vicinity. Two levels of security means two distinct lockable barriers, each specifically designed to render a weapon inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.
14. The SASP shall not grant waivers, amendments, releases, or terminate any of the terms and conditions enumerated in this document concerning the use or disposal of the firearm(s), or issue disposal instructions to the Donee for the firearm(s) without the prior written concurrence of GSA or its successor in function.
15. The Donee agrees to hold harmless and indemnify the Government for any and all costs, judgments, actions, debts, liability costs, attorney’s fees, and any other request for monies or any other type of relief arising from or incident to the transfer, donation, use, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent, or ingredient of the firearm(s), whether intentional or accidental.
16. The Donee agrees that this Firearm(s) Conditional Transfer Document was read and that the conditions and restrictions contained herein are fully understood.  The Donee also agrees restrictions on the Donee’s eligibility, ability to transfer firearms, and documentation and disposal requirements are fully understood.

IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.

United States of America acting by and through the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State Agency for Surplus Property

By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DONEE:

By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Institution or Organization: \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

COUNTY of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

STATE of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

On this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State Agency for Surplus Property, and acknowledge the foregoing instrument to be the free act and deed of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Given under my hand and official seal the day and year above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public in and for the

 CITY of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 COUNTY of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 STATE of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

COUNTY of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

STATE of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

On this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, before me appeared  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument on behalf of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledge to me that she/he was duly authorized to execute the foregoing instrument and that she/he executed the same as a free act and deed of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Given under my hand and official seal the day and year above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public in and for the

 CITY of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 COUNTY of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 STATE of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_