

Donation Agreement

This Agreement is entered into between AMERICAN HONDA MOTOR CO., INC., a corporation at 1919 Torrance Blvd., Torrance, California, hereinafter referred to as "Honda," and "The City of Redlands, California" hereinafter referred to as "Redlands".

In consideration of the donation without charge by Honda to Redlands of a motor vehicle hereinafter described and enumerated (hereinafter referred to as "the vehicle"), it is mutually agreed by the parties hereto as follows:

The vehicle donated hereunder :

PC800 JH2RC3417TM400077

Possession shall be given to Redlands by Honda at the time Redlands shall accept the terms of, and sign this agreement. The normal warranty with all its terms and conditions shall apply to the vehicle.

Redlands agrees to ensure necessary owner maintenance is completed on a regular basis as recommended in the owner's manuals supplied with the vehicle. Expenses incurred to comply with this requirement shall be the sole responsibility of Redlands.

The vehicle is donated to Redlands for law enforcement and related uses. Redlands agrees to provide Honda with their recommendations inclusive of modifications and specifications Redlands deems necessary for application as a "Police Vehicle". Redlands agrees to make the vehicle available to Honda for testing and evaluation following reasonable notification of the intended time, and duration of such testing and evaluation.

Redlands agrees it will not permit any person(s) other than employees or agents, to use or operate the vehicle; Redlands agrees to provide proper garaging to prevent the vehicle from being stolen or used in any unauthorized manner; Redlands will not permit any person while under the influence of alcohol or any substance which affects the ability to operate or control the vehicle to use or operate such vehicle, and Redlands shall not use or operate said vehicle or cause or permit same to be used or operated in any manner whatsoever in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation, and Redlands shall be liable for all fines and penalties for any law violations.

Redlands agrees no one will be allowed to operate the vehicle unless the operator is wearing minimum safety apparel. Minimum apparel for these purposes shall be a safety helmet, which has been DOT approved, and eye protection (goggles, face shield). Honda strongly advises the wearing of additional protective outer wear such as gloves, long sleeves, boots and long trousers, when operating the vehicle(s). Redlands understands and acknowledges an operator's failure to wear proper safety apparel may result in injury or death.

Redlands agrees to maintain adequate personal injury and property damage liability insurance coverage for the use and operation of the vehicle as long as the vehicle is with Redlands.

Redlands does hereby covenant and agree with Honda that it will hold harmless and indemnify Honda and its related companies from any and all claims, demands, causes of action, court costs, attorney's fees and expenses of any nature relating thereto for personal injury (including fatal injury) and property damage of any third party or of Redlands, its representatives, employees or agents or any other party arising or alleged to have arisen from the use, operation, maintenance or ownership of said vehicle, and to reimburse Honda for any such loss, damage or costs and expenses. However, such Indemnification and Hold Harmless Agreement will not apply to any claims, losses and expense, arising or alleged to have arisen out of the design, manufacture, workmanship or materials of the subject vehicle (i.e. claims, etc. which arise solely from products liability).

Except for training purposes, Redlands agrees to cause all persons who will or may operate the vehicle to first possess a valid California Operators license with Motorcycle endorsement. Redlands further agree it will not allow any person who has not received or is not receiving training that meets the instructional guidelines of the MSF (or equivalent) to operate the donated vehicle. Redlands further agree that it will not permit anyone under age 16 to operate the vehicle at any time.

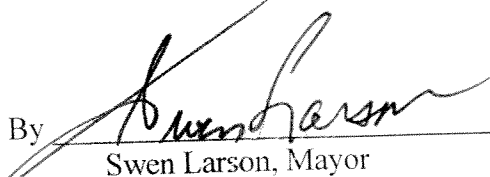
Redlands agrees they will not transfer or otherwise release the vehicle outside of Redlands without the prior written consent of both the Product Legal Department and the Motorcycle Division at American Honda.

In the event the vehicle should become unserviceable or fail to maintain the standards of Redlands, Redlands shall immediately cease use of the vehicle, and notify Honda.

The parties acknowledge that no other written or oral representations different or apart from the foregoing written agreement have been made.

This Agreement shall take effect when signed by authorized representatives of Honda and Redlands.

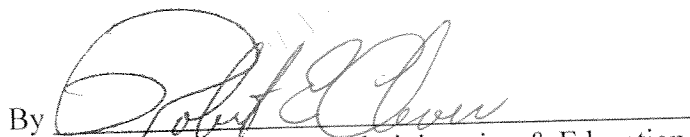
For the City of Redlands

By 
Swen Larson, Mayor

Date: August 6, 1996

ATTEST:


City Clerk
American Honda Motor Co., Inc.

By 
Robert E. Clever, Administration & Education

Date: 3/9/96

CERTIFICATE OF ORIGIN FOR A VEHICLE

HONDA

DUPLICATE

DATE	03/04/96	INVOICE NO.	1669871	909994
VEHICLE IDENTIFICATION NO.	JH2RC3415SM300140	YEAR	1995	MAKE
MODEL	MOTORCYCLE	ENGINE	RC34E-2301007	579.8 NO. WHEELS 2
DISPLACEMENT	60.0	COAST	PACIFIC COAST	148411
			PC800L	

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR/DEALER ETC.

D/B/A-REDLANDS CITY POLICE
212 BROOKSIDE AVE
REDLANDS CA 92373-0000

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

AMERICAN HONDA MOTOR CO., INC.

By *[Signature]* AGENT
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

TORRANCE CALIFORNIA

FORM 1175

HONDA

AMERICAN HONDA MOTOR CO., INC.
P.O. Box 2200 Torrance, CA 90509-2200

SHIPPED FROM : 81 DEPT INVENTORY
WAREHOUSE : DEPT 420 LOC 2814

SHIPPING : JUTTA
COMMENTS :

SOLD TO

9C

SHIP TO

REDLANDS CITY POLICE
212 BROOKSIDE AVE
REDLANDS CA 92373-0000
CALIFORNIA

SAME

DEALER NUMBER		TERMS				BILL OF LADING NO.		INVOICE DATE		INVOICE NO.	
909994		DEFERRED BILLING				030440		03/04/96		1669871	
REFERENCE NO. HONDA CODE	MODEL	COLOR CODE	YR.	QTY	VIN / FRAME / SERIAL	ENGINE NUMBER	CR.	CRATE NUMBER	UNIT AMOUNT	EXTENDED AMOUNT	
MOTORCYCLE 030440-01 148411 PC800LS		BK95	1	1	SLS PGM M0001 REGULAR PRICING NON AHFC INVOLVED ORDERING CC5100-61204 FAIR MKT VAL \$7699 WINNER RESP TAX & LIC CREDIT APPROVAL NUMBER JUTTA JH2RC3415SM300140	2301007 01	J262950				
				1	← TOTAL UNITS	INVOICE TOTAL →				.00	

(1669871)

PAGE 1

MSO DISTRIBUTION CODE = D

ORIGINAL