

**CONDITIONAL DEED OF GIFT
CEREMONIAL RIFLES**

THIS AGREEMENT made as of May 30, 2017 between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the "Donor") represented by the US Army TACOM Life Cycle Management Command, Warren, Michigan and American Legion Post 123 (hereinafter called "the Donee") operating under the laws of the State of Michigan and located in the City/Township/Village of Warren.

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §4683 to conditionally lend or donate excess M-1 Rifles and authorize an eligible organization to retain non-automatic service rifles other than M-1 rifles (not more than 15) for ceremonial use, under terms prescribed by the Secretary, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the qualification checklist and is hereby deemed eligible and authorized to receive rifles for ceremonial use.
3. The Donee agrees to use the rifle(s) for ceremonial purposes only. Any other use of these rifle(s) will void this deed, the organization will be disqualified from program participation and the rifle(s) will revert to the Government. The Donee shall bear all expenses of the return and repossession to include any and all storage costs and legal fees.
4. The Donee agrees not to use the rifle(s) as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the rifles shall not be transferred, loaned to another organization, or otherwise disposed of without the written consent of the Donor. If disposition by any method (including redonation) without consent of the Donor is attempted, this agreement will be terminated and the ceremonial rifles shall be repossessed by the Donor.
5. The Donee is responsible for the proper security and storage of donated weapons in accordance with all applicable local and State laws. The Donee agrees to report the loss of any weapon to local authorities and the Donor within 24 hours of discovery. The Donee is further responsible for the cleaning, maintenance, parts replacement and upkeep of each weapon issued to insure that it is safe for ceremonial use at all times.
6. The Donee agrees to comply with all applicable provisions of the Gun Control Act of 1968, as amended, Title 18 USC §922(d) and all applicable State laws governing the possession and use of firearms. Noncompliance with all State and Federal firearm laws and regulations will void this Deed.
7. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of donated weapons.
8. The Donee agrees to provide the Donor an original Conditional Deed of Gift and a Ceremonial Rifle Inventory for all of the rifles issued for ceremonial use to the organization. The Ceremonial Rifle Inventory encompasses all weapons covered by this Deed and it, along with any Donor-approved changes, becomes a permanent part of this Deed.
9. The Donee agrees to submit a ceremonial rifle inventory form every three years which identifies the model, manufacturer and serial number of assigned weapons. The Donee further agrees to allow authorized representatives of the Government access to the Donee's records, facilities and storage location(s) to validate the inventory as deemed necessary by the donor.

10. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift, the agreement is null and void and rifles shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor. The Donee shall bear all expenses, including legal and other costs, incurred by the Donor in execution of this repossession to include any related storage costs.

11. If at any time the Donee organization disbands, Donee tax exempt status is revoked, the Donee no longer wishes to keep the donated property or rifles are no longer used for ceremonial purposes, written notice shall be given to the Donor, who shall provide disposition instructions. The Donee will be responsible for all arrangements including the cost to accomplish the return of donated weapons.

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

John E. Doe
Name (Printed or Typed)
Commander
Title
John E. Doe
Signature

Notary Public Endorsement

COUNTY OF Wayne STATE OF Michigan



I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named individual, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed of Gift and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this 31 day of MAY, 2017.

Jane Q. Public
Notary Public My Commission expires: 2/16/2019

EXECUTED

On behalf of the Donor this ___ day of _____, _____ at the US Army TACOM Life Cycle Management Command.

UNITED STATES OF AMERICA

By: _____
Name (Printed or Typed)

Title

Signature