

BILL OF SALE AND RELEASE OF LIABILITY

This Bill of Sale and Release of Liability, dated as of _____, 20_____, is executed and delivered by William Marsh Rice University ("Seller") and the _____ ("Purchaser") with reference to the following:

In consideration of the payment by Purchaser to Seller of the sum of _____ and _____/100 Dollars (\$_____) (the "Purchase Price"), Seller sells, transfers and conveys to Purchaser all of Seller's right, title and interest in and to:

Seller acknowledges that it has received the Purchase Price **via cashier's check** from Purchaser, and Purchaser acknowledges that it has taken possession of the Personal Property.

Seller and Purchaser acknowledge and agree that the Personal Property is being sold, transferred and conveyed by Seller to Purchaser "as is," "where is" and "with any and all faults," and without any representations or warranties of any kind, express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Accordingly, Purchaser fully and forever releases, waives and discharges Seller from any and all claims, suits, damages, losses, and other liabilities, in any way arising out of or in connection with Purchaser's ownership, possession or use of the Personal Property.

This Bill of Sale and Release of Liability shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts or choice of law principles thereof.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Bill of Sale and Release of Liability effective as of the date first written above.

“SELLER”

WILLIAM MARSH RICE UNIVERSITY

By _____

Print Name: _____

Title: _____

“PURCHASER”

By _____

Print Name: _____

Title: _____