

Exhibit 5 – Vessel Conditional Transfer Document (50 feet or more in length)
([GSA Document Link](#))

The Conditional Transfer Document below is from [FSS P 4025.5, Donation of Surplus Personal Property](#). The year has been updated to read “20__” in lieu of “19__.”

Conditional Transfer Documents

Some property, because of its special or sensitive nature, requires special handling and may require additional terms and conditions in the documentation by which it is distributed. In addition to the State Agency distribution document, the donation of such property shall be accomplished by the use of a conditional transfer document which contains the additional terms and conditions applicable to the property. For example, vessels (50 feet or more in length) and aircraft with a unit acquisition cost of \$5,000 or more, including all combat-type aircraft, are donated by the State Agency, subject to special handling and use limitations imposed on the donee by GSA pursuant to the requirements of Ch. 1-13, as well as such further terms, conditions, reservations, and restrictions as are imposed on the donee by the State agency in accordance with the Vessel conditional transfer document (see fig. 2-9.2 below):

Figure 2-9.2. Vessel conditional transfer document

VESSEL CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America, hereinafter called the “General Services Administration” or “GSA,” acting by and through the Commonwealth of Virginia, State Agency for Surplus Property, hereinafter called the “SASP,” pursuant the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, for and in consideration of and in reliance upon the representations of _____ whose address is _____, hereinafter called the “Donee,” that the Property hereafter described is required in the furtherance of the Donee's program and that such Property will be used solely in connection with such programs and more specifically for all the following purpose(s):

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated _____, as amended _____, which Expression of Interest is hereby incorporated herein and made a part thereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described vessel:

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been

determined by GSA to have a fair market value of \$_____, unto the Donee to have and to hold the said Property, all and singular forever, this donation being made on an "as is, where is" basis without warranty of any kind and delivery is made at the present location of the Property regardless of where the same may be situated or the condition thereof:

SUBJECT, HOWEVER, to the following conditions and restrictions:

1. The Donee agrees to obtain documentation of the vessel under the applicable laws of the United States and regulations promulgated thereunder and the applicable laws of the several States governing the documentation of said Property and at all times to maintain such documentation. Upon written request and sufficient evidence to justify such action, GSA may waive the requirement for documentation in the case of donated vessels which are to be permanently moored on land and never to be used again on the waterways.
2. The Donee agrees to record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within 30 days after the receipt of the fully executed Vessel Conditional Transfer Document. If documentation is waived under (1), above, the requirement for registration may also be waived.
3. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof and used for that same purpose for a 12-month period thereafter.
4. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (3), above. This period will expire after the Property has been used for the purpose stated above for an additional period of 48 months. During this additional period of restriction, the Property shall be used only for the purpose(s) stated above.
5. In the event the Donee does not record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within 30 days after the date of receipt of the fully executed Vessel Conditional Transfer Document, or in the event the Property is not placed in use within 12 months of receipt and used for a 12-month period thereafter, the Donee shall within 30 days after the date on which the instrument should have been recorded, or within 30 days after the Property has ceased to be used, provide notice thereof in writing to the SASP, and at the Donee's expense, return such Property to the SASP or otherwise make the Property available for transfer, provided the Property is still usable as determined by the SASP, or otherwise dispose of the Property, through the SASP, as may be directed by GSA.
6. In the event the Property is not so used or handled as required by (1), (2), (3), (4), and (5), above, title and right to the possession of the Property shall, at the option of

GSA, revert to the United States Government. Upon demand the Donee shall, as directed by GSA through the SASP, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States Government.

7. During the periods of restrictions prescribed in (3) and (4), above, the Donee shall make reports to the SASP on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the SASP or GSA.

8. During the periods of restriction prescribed in (3) and (4), above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the Commonwealth of Virginia, without the prior written approval of GSA. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (3) and (4), above, when such action is authorized in writing by GSA, shall be for the account of the United States Government.

9. In the event, during the periods of restriction prescribed in (3) and (4), above, the Property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of without prior written approval of GSA, or is used for a purpose other than the purpose(s) stated, the Donee, at the option of GSA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by GSA.

10. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (3) and (4), above, the Property is no longer suitable, usable, or required by the Donee for the purpose for which required, the Donee shall promptly notify the SASP, and shall, as directed by GSA through the SASP, return the Property to the SASP, transfer the Property to another Donee or another State Agency or to a department or agency of the United States, sell the Property for the account and benefit of the United States with the proceeds remitted promptly to GSA from the Donee, or otherwise dispose of the Property as directed by GSA.

11. At the option of GSA, the Donee may obtain abrogation of the terms and conditions set forth in (4) and (6) through (10), above, by payment of an amount determined by and with the written concurrence of GSA.

12. GSA may waive any or may terminate all of the terms and conditions set forth in (4) and (6) through (10), above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined in writing by GSA to be appropriate.

13. The Donee agrees to hold harmless and indemnify the SASP or the United States Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies of any type of relief arising from or incident to the transfer, donation, use processing, disposition, or any subsequent operation performed

upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental.

IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this _____ day of _____, 20____.

United States of America, Acting by and through the Virginia State Agency for Surplus Property.

By _____
Title _____

DONEE:

By _____
Title _____
Institution or Organization

CITY of _____
COUNTY of _____
STATE of _____

On this _____ day of _____ 20____, before me appeared _____, to me personally known, who, being by me duly sworn, says that he/she is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the Virginia State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the Commonwealth of Virginia.

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 _____)
STATE of _____)
COUNTY of _____)

On this ____ day of _____, 20____, before me appeared _____,
to me personally known, who, being by me duly sworn, says that he/she is the person
who executed the forgoing instrument on behalf of the _____ and acknowledged
to me that he/she was duly authorized to execute the foregoing instrument and that
he/she 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: _____