

Kentucky Office of Vocational Rehabilitation  
Receipt of Transferable/Non-Transferable  
Items Agreement



\*Denotes Required Fields

**INDIVIDUAL INFORMATION**

*First Name	Middle Initial	*Last Name	*Case Number

**ITEM INFORMATION**

*Category of Items (select one, complete a separate form for each category of equipment received)

**DESCRIPTION OF ITEMS**

Item	Serial Number	Depreciation Date (MM/YY)	Value of Item

The above-described item(s), paid for with federal funds, was/were delivered to the above-named individual on:

## TERMS AND CONDITIONS

As the individual who received the item(s) listed above, I hereby acknowledge receipt of the item(s) and agree to the following terms:

1. I shall not sell, assign, exchange, abandon or otherwise dispose of these item(s) prior to the expiration of this agreement.
2. I shall not use or permit use of said equipment for any unlawful purpose.
3. I agree to periodic inspection of the item(s) by an authorized agent of the agency.
4. I agree to pay any and all taxes, fees, insurance, and operating expenses unless otherwise stated in writing. I also agree to pay all costs to maintain the equipment in good working condition, except costs associated with ordinary wear, tear and deterioration. OVR shall not be liable to replace any lost, damaged, or stolen items.
5. Use of the item(s) is governed by Kentucky law and the Commonwealth does not waive any claim it may have to sovereign immunity. All claims of injury or damages against OVR arising out of the use or misuse of the item(s) shall be brought in accordance with [KRS Chapter 49.040 et. seq.](#)
6. I shall notify OVR if I cease to use the item(s), no longer need the item(s) before the depreciation date, or no longer wish to pursue competitive integrated employment, and shall be required to return the item(s) to OVR. Failure to comply with this term shall constitute a breach of this agreement and shall cause all liability for the item(s) to revert to me.
7. If the equipment is seized through repossession, execution, attachment, or legal process prior to the Depreciation Date listed above, the Individual shall immediately notify OVR of this seizure and provide the name and location of the party in the possession of the equipment.

### THE FOLLOWING ADDITIONAL TERMS APPLY TO TRANSFERABLE ITEMS WITH A VALUE OVER \$5,000:

8. In the event of my death or incapacity prior to the depreciation date, my estate is legally obligated to return the item(s) to OVR. The Individual agrees that his/her estate will notify OVR of the death or incapacity and arrange return of the equipment.
9. Upon depreciation date(s) listed above, ownership of the item(s) shall transfer to me, and I shall be solely liable for any and all claims arising from the use of the item(s) from this date forward.

### THE FOLLOWING ADDITIONAL TERM APPLIES TO NON-TRANSFERABLE ITEMS:

10. The Individual shall be solely responsible to obtain and pay for any and all required insurance policies associated with home and motor vehicle modifications that use equipment or items purchased by OVR. The Individual agrees to provide proof of required insurance upon request.

This agreement shall apply to the Individual, and the individual's heirs and personal representatives, with regard to the above-described equipment provided by OVR.

Individual's Signature

Date

Staff Signature

Date

Guardian Signature

Date

**Guardian/Legal Status:**

Parent, applicant under 18 years of age

Legal Court-Appointed Guardian

Power of Attorney

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