

**REMOVAL AGREEMENT
WITH WAIVER, RELEASE, AND INDEMNIFICATION**

This **REMOVAL AGREEMENT WITH WAIVER, RELEASE, AND INDEMNIFICATION** (this "Agreement") is made and entered into as of _____, 2023 by and among FRED WILSON AUCTION SERVICE LLC ("Auctioneer"), SLNN LLC ("Seller"), and _____ ("Buyer").

RECITALS:

- A. On _____, 2023, Auctioneer conducted an online auction on Seller's behalf (the "Auction") for the sale of personal property, fixtures, and equipment located at 2600 Taylor Road, Chesapeake, Virginia 23321 (the "Auction Site").
- B. At the Auction, Buyer was the Winning Bidder of the following Lot(s):

Lot Number	Description

See attached list that is incorporated herein by reference.

- C. The Lot(s) require disassembly, rigging, removal, loading, and transportation by Buyer.
- D. The Lot(s) were sold in, and will be removed in, their **AS IS, WHERE IS** condition.
- E. In accordance with the Bidder Terms and Conditions for the Auction (incorporation herein by reference), Buyer is solely responsible for the disassembly, rigging, removal, loading, transportation, reassembly, and installation of the Lot(s).
- F. Prior to the close of the Auction, Buyer had a full and fair opportunity to inspect the Lot(s), and (i) Buyer purchased the Lot(s) based on Buyer's own inspection, or that of Buyer's agent(s) or representative(s), or (ii) Buyer waived the opportunity for inspection.
- G. Pursuant to the Bidder Terms and Conditions for the Auction, and as a condition to (i) Buyer being granted bidding privileges in the Auction, and (ii) Buyer being granted access to the Auction Site for the disassembly, rigging, removal, loading, and transportation of the Lot(s), Buyer is required to, and has agreed to, enter into this Agreement.
- H. Buyer has determined that it is safe to remove the Lot(s) from the Auction Site and to transport the Lot(s) to Buyer's intended destination.
- I. Buyer is aware that the Lot(s) may include heavy components that may be unwieldy, requiring skill and care to remove and control.
- J. Buyer is aware that the Lot(s) may include sharp edges.

- K. Buyer is aware that the Lot(s) may include caustic and/or hazardous materials.
- L. Buyer assumes all risks associated with the disassembly, rigging, removal, loading, transportation, reassembly, and installation of the Lot(s).

AGREEMENT:

In consideration of the foregoing Recitals, the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals constitute a material part of this Agreement, and are incorporated herein by reference.
2. **Scope of Activities.** Buyer, and those acting on Buyer's behalf, will perform only those activities as expressly identified in this Agreement, or as otherwise agreed to in writing and in advance by Auctioneer and Seller. Any and all work done in, at, or about the Auction Site by or on behalf of Buyer will be done in a safe, professional, and workmanlike manner and in full compliance with any and all applicable federal, state, and local laws.
3. **Time for Removal; Buyer Solely Responsible for Removal and Transportation of the Lot(s); Permits; Forfeiture.** All Lot(s) must be removed from the Auction Site prior to 5:00 p.m. on _____, 2023. Buyer is solely and absolutely responsible for the removal and transportation of the Lot(s), and is responsible for obtaining any and all permits and/or certificates for the removal and transportation of the Lot(s). Buyer will forfeit any and all interest in and to any Lot(s) not removed from the Auction Site prior to 5:00 p.m. on _____, 2023, and will be responsible for all costs of removal, storage, and/or disposal of any Lot(s) remaining at the Auction Site after 5:00 p.m. on _____, 2023. Buyer will have no interest in the proceeds from any subsequent sale of any abandoned Lot(s), and the proceeds from any subsequent sale of any abandoned Lot(s) will not be set-off against the costs of removal, storage, and/or disposal owing by Buyer.
4. **Buyer's Inspection; Roadworthiness; Insurance.** Before moving the Lot(s), Buyer will inspect the Lot(s) and determine that the Lot(s) may be safely removed from the Auction Site, transported to Buyer's intended destination, and put into use. If the Lot(s) will be transported over public highways or roads, Buyer must ensure that the Lot(s) are safely and securely loaded. Buyer is solely responsible for ensuring that any and all required warning and/or safety signs, symbols, signals, and lights are present on any vehicle(s) or devices transporting the Lot(s), and that all such safety signs, symbols, signals, and lights are operational and functioning. Buyer will only transport the Lot(s) over public highways or roads after having in place sufficient insurance to protect against property damage and personal injury or death, including damages accruing to third-parties.
5. **Buyer Assumes All Risks Associated with Buyer's Access to the Auction Site and Buyer's Disassembly, Rigging, Removal, Loading, Transportation, Reassembly, Installation, and Use.** Buyer, on Buyer's own behalf and on behalf of any persons accompanying Buyer onto the Auction Site (or otherwise accessing the Auction Site on Buyer's behalf), assumes all risks associated with access to the Auction Site and the disassembly, rigging, removal, loading, transportation, reassembly, installation, and use of the Lot(s). Any persons accessing the Auction Site with Buyer, or on Buyer's behalf, must agree to assume all risks, and does assume all risks, associated with their presence in, at or about the Auction Site. Any person engaging in the disassembly, rigging, removal, loading, transportation, reassembly, installation, and/or use of the Lot(s), must agree to assume all risks, and does assume all risks, with respect to the disassembly, rigging, removal, loading, transportation, reassembly, installation, and/or use of the Lot(s).
6. **Buyer Solely Responsible for Damages or Injury.** Buyer is solely responsible with respect to Buyer's activities at the Auction Site, or otherwise related to the Lot(s). Unless otherwise agreed by Auctioneer and Seller, any and all damage, including, without being limited to, damage to land, driveways, roadways, parking lots, and/or buildings, caused by Buyer or Buyer's employees, agents, representatives, or independent contractors, will be repaired by Buyer, or at Buyer's expense. Buyer is solely responsible for any and all property damage and/or personal injury or death (including damages or injuries to third-parties) resulting from, or otherwise in connection with, the disassembly, rigging, removal, loading, transportation, reassembly, installation, and use of the Lot(s).

7. **Waiver, Release, and Discharge.** Buyer, on Buyer's behalf and on behalf of any and all persons accompanying Buyer onto the Auction Site (or otherwise accessing the Auction Site on Buyer's behalf), hereby remises, releases and forever discharges Auctioneer and Seller (and their respective officers, directors, principals, employees, agents, and representatives) of and from all and all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, special covenants, contracts, controversies, agreements, promises, damages, judgments, extents and executions, claims and demands whatsoever, in law or in equity, whether known or unknown, which the releasing party ever had, now has, or hereafter can, shall, or may have, in any way connected to the subject matter of this Agreement, including, without being limited to, the disassembly, rigging, removal, loading, transportation, reassembly, installation, and use of the Lot(s), and the releasing party expressly waives any and all such rights or actions.

8. **Insurance.** Buyer will maintain general liability insurance and workers compensation insurance with respect to any and all risks associated with the presence of Buyer and/or Buyer's employees, agents, representatives, independent contractors, or others, at the Auction Site and the disassembly, rigging, removal, loading, transportation, reassembly, installation, and/or use of the Lot(s). Under all circumstances, Buyer's insurance will be primary to any insurance maintained by Auctioneer and/or Seller.

9. **Indemnification.** Buyer agrees to indemnify Auctioneer and Seller, and to hold Auctioneer and Seller harmless from and against any and all claims, demands, suits, actions, causes of action, damages, costs or charges whatsoever by any person or entity whatsoever arising from, or in any way related to, the disassembly, rigging, removal, loading, transportation, reassembly, installation, and use of the Lot(s).

10. **Governing Law; Jurisdiction; Venue: Waiver of Jury Trial.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for Chesapeake, Virginia, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters between the parties. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY.**

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement effective as of the date first set forth above.

BUYER:

(Entity Name)

By: _____
Name: _____
Its: Authorized Representative

AUCTIONEER:

FRED WILSON AUCTION SERVICE LLC

By: _____
Name: _____
Its: Authorized Representative

SELLER:

SLNN LLC

By: *Max Namsupak*
Name: _____
Its: Authorized Representative