

Agreement Regarding Sale of Property

1. Upon the following terms and conditions, and those set out in Resolution 20-337 of the City and Borough of Yakutat, the City and Borough of Yakutat (Borough) hereby agrees to sell and convey, and _____ (Purchaser) agrees to purchase and accept, the following described the following described sale property:

2. The sale price is \$ 250.00. This amount is to be paid by the Purchaser to the Borough within thirty days of the bid opening, in cash or by cashier's check. Purchaser shall have no right to possession of the property until the full bid price is paid. If the Purchaser fails to timely and fully tender the bid price to the Borough, any funds which have been previously paid by Purchaser to the Borough are forfeited, the Purchaser shall have no further rights to the sale property whatsoever, and the Borough is free to sell the sale property without notice to Purchaser.

3. The Purchaser expressly agrees to remove the sale property from Borough property immediately upon payment of the full bid price.

4. The sale property is sold "as is, where is", in its current condition. THE PURCHASER ACKNOWLEDGES THAT THE BOROUGH IS MAKING NO GUARANTY, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE KIND, SIZE, QUALITY, DESCRIPTION, MERCHANTABILITY, PROFITABILITY, OR CONDITION OF THE SALE PROPERTY OR ITS FITNESS FOR ANY USE OR PURPOSE, AND ANY APPLICABLE STATUTORY OR OTHER WARRANTY IS EXPRESSLY DISCLAIMED BY THE BOROUGH AND WAIVED BY PURCHASER. The Purchaser agrees that it has had full opportunity to inspect and evaluate the sale property prior to the sale, that it has entered into this agreement relying solely upon information and knowledge obtained from Purchaser's own investigation and/or inspection of the sale property, and that by taking possession of the property, Purchaser shall be deemed to have accepted same as being suitable for its use and to accept all risks, obvious or hidden, arising from its possession, ownership and use. The Purchaser further agrees that it has not relied upon any representations of the Borough to induce Purchaser to purchase the sale property.

5. The Purchaser hereby expressly agrees that the Borough shall not incur any liability of any kind whatsoever in connection with the sale property, and Purchaser hereby waives and releases the Borough from any claim, liability or cause of action whatsoever, of any kind or nature, that results from or occurs in connection with the sale property or the use, inability to use, possession, storage, or ownership thereof, including without limitation any claim arising out of any failure or defect in the sale property, loss of the property, or injury or illness or death relating to the property. The Purchaser shall defend and indemnify the Borough and hold it, and its officers, agents and employees, harmless from and against every claim, charge, demand, liability,

loss, cost, expense and cause of action whatsoever (including attorney fees) of any kind and nature, by whomever and however asserted, whether arising out of contract, tort, statute, or otherwise, in law or in equity, against or incurred by the Borough arising or alleged to have arisen out of, or in any way related to or connected with, the sale property or any act or omission of any party in connection with the property.

Purchaser:

Name of Purchaser: _____(Please Print)

Signature of Purchaser: _____

Date: _____

Seller: The City and Borough of Yakutat

By: _____

Its: _____

Date: _____