

# HOLD HARMLESS & INDEMNIFICATION AGREEMENT

The undersigned(s), hereby agrees to indemnify and hold harmless the United States Postal Service ("Postal Service"), its agents, representatives, and employees from and against all claims, loss, liabilities, judgments, penalties, fines, liens, damages, costs and expenses, including without limitation, attorneys' fees or allocated costs of in-house counsel, actions, or causes of action of whatever kind or nature for damages for injury to person and property, including death, arising out of or in any way connected to: (i) the undersigned's entry onto the property of the Postal Service to perform the scope of work contained in this sale with the Postal Service, including, but not limited to the dismantling and removal of excess postal equipment, on or about specified date and time, or any time thereafter, for which entry is permitted by the Postal Service; and (ii) the undersigned's purchase, use or sale of excess postal property to third parties; and (iii) the environmental condition of the property which includes but is not limited to the possibility that the property may contain friable asbestos.

The Postal Service specifically makes no representations regarding the condition or safety of any property, tools, apparatus or other equipment, which the undersigned(s) might purchase at auction. The undersigned understands and agrees that the Postal Service disclaims any express or implied warranties of merchantability or fitness of the excess postal property sold and, further, agrees that the property is sold in its present condition, AS-IS, WHERE-IS condition WITH ALL FAULTS, whether or not specifically raised herein or by attachment, without recourse, liability, or indemnification of any type from the Postal Service, which include but is not limited to the presence of asbestos, hazardous substances and/or environmental contamination in or on the Property and the Equipment.

The undersigned(s) agrees to comply with all safety requirements, including but not limited to OSHA, environmental compliance, as well as all applicable State, federal, local and municipal laws, rules, regulations or orders while on Postal property.

The undersigned(s) or their respective companies and employees agree to use reasonable care to prevent damage to postal property, and will reimburse the Postal Service for any damage or loss incurred as a result of their activities on postal property.

Winning Bidder (print) \_\_\_\_\_ Signature: \_\_\_\_\_

Company Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Asset ID: 3865 – Metal, Scrap**

## Removal

**PROPERTY MAY BE REMOVED BY APPOINTMENT ONLY.** Purchases will be released only upon receipt of payment as specified. Prior to removal, buyer or buyer's authorized representative must sign a Bill of Sale AND Hold Harmless Agreement.

Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where property is located as indicated on the website and in the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. **Under no circumstances will U.S. Postal Service or its personnel assume responsibility for packing, loading or shipping. \*\*BUYERS: DEMOLITION ON POSTAL PREMISES IS PROHIBITED.\*\***

