

**CONTRACT NUMBER AGND25-xx**  
**Trailer Removal**  
**(# of Trailers)**

**A. PARTIES, PROJECT SCOPE, TERMS AND CONDITIONS**

The state of North Dakota, through the Office of the Adjutant General (OTAG), wants # *trailer(s)* located at Camp Gilbert C. Grafton, 4417 Hwy 20, Devils Lake, ND 58301, to be removed. The undersigned purchasing party, *INSERT NAME, principal place of business or address*, agrees to remove the # *trailer(s)* they won in the govdeals.com auction lot(s) #xxxxxxx.

It is understood that OTAG make no representations about the condition, safety, or livability of the trailer(s). *INSERT NAME* assumes the obligation to thoroughly test and inspect the trailer(s) for any and all safety and protective equipment measures necessary for the proper removal and use of the trailer(s).

*INSERT NAME* shall make payment in accordance with the terms and conditions of the govdeals.com auction site prior to removal of the # *trailer(s)*.

*INSERT NAME* further agrees to provide OTAG with a current North Dakota Contractors License from the qualified structure moving contractor *INSERT NAME* is utilizing to remove the # *trailer(s)* from Camp Gilbert C. Grafton. The current North Dakota Contractors License must be collected by OTAG prior to the execution of this Contract or commencement of trailer removal operations.

*INSERT NAME* further agrees to **Waive, release, and discharge the State of North Dakota** and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft, or claims of any nature which may hereafter accrue to *INSERT NAME*, and its principal's estate as a direct or indirect result of this Contract.

*INSERT NAME* further shall **Defend, indemnify, and hold harmless the State of North Dakota**, its agencies, officers and employees, from and against any and all third party claims of any nature including all costs, expenses and attorneys' fees, which in any manner result under this Contract.

**B. TIME IS OF THE ESSENCE**

*INSERT NAME* hereby acknowledges that time is of the essence for performance under this Contract unless otherwise agreed to in writing by the Parties and will have the # *trailer(s)* removed in their entirety no later than August 29, 2025. *INSERT NAME* hereby acknowledges that trailer removal operations may commence no sooner than August 11, 2025.

**C. TERMINATION**

**a. Termination for Convenience or by Mutual Agreement**

This Contract may be terminated by State upon ten (10) days' written notice to *INSERT NAME*. This Contract may be terminated by mutual consent of both Parties executed in writing.

**b. Termination for Cause**

STATE may terminate this Contract effective upon delivery of written notice to *INSERT NAME*:

- 1) If *INSERT NAME* fails to provide payment required by this Contract within the time specified or any extension agreed to in writing by STATE; or

- 2) If *INSERT NAME* fails to remove the # *trailer(s)*, in their entirety, prior to August 29, 2025, unless otherwise agreed to in writing by the Parties, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract. In the event payment is made and the # *trailer(s)* are not removed, STATE will refund payment to *INSERT NAME* and retain ownership of the # *trailer(s)* to be disposed of at STATE's discretion. *INSERT NAME* agrees, if STATE advertises or auctions the # *trailer(s)* again, *INSERT NAME* shall be prohibited from bidding on any such resale advertisement or auction.

#### D. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both Parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the Parties shall be deemed the Effective Date.

| PURCHASING PARTY                  | STATE OF NORTH DAKOTA                                |
|-----------------------------------|--|
| Name<br>Purchasing Party Address: | Acting through its Office of the Adjutant<br>General |
| BY:                               | BY:  |
|                                   | Jackie A. Huber, BG, NDNG                            |
| Date:                             | Deputy Adjutant General<br>Date:                     |