

CONTRACT NUMBER AGND25-xx
Garage Removal – Building 0222

A. PARTIES, PROJECT SCOPE, TERMS AND CONDITIONS

The state of North Dakota, through the Office of the Adjutant General (OTAG), wants a garage located at the North Dakota Air National Guard – 119th Wing, 1400 28th Ave N, Fargo, ND 58102, to be removed. The undersigned purchasing party, *INSERT NAME, principal place of business or address*, agrees to remove the garage they won in the govdeals.com auction lot #xxxxxxx.

It is understood that OTAG makes no representations about the condition, safety, or usability of the garage. *INSERT NAME* assumes the obligation to thoroughly test and inspect the garage for any and all safety and protective equipment measures necessary for the proper removal and use of the garage.

INSERT NAME shall make payment in accordance with the terms and conditions of the govdeals.com auction site prior to removal of the garage.

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 garage from the North Dakota Air National Guard – 119th Wing. The current North Dakota Contractors License must be collected by OTAG prior to the execution of this Contract or commencement of garage removal operations.

INSERT NAME acknowledges the gate and fence are part of the perimeter of a secure military installation. *INSERT NAME* agrees that any damage to the gate or fence caused directly or indirectly by the actions or inaction of *INSERT NAME* shall be promptly repaired by a licensed contractor at the expense of *INSERT NAME*.

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 garage removed in its entirety no later than August 29, 2025. *INSERT NAME* hereby acknowledges that garage 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 garage, in its 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 garage is not removed, STATE will refund payment to *INSERT NAME* and retain ownership of the garage to be disposed of at STATE's discretion. *INSERT NAME* agrees, if STATE advertises or auctions the garage 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 Purchasing Party Address:	Acting through its Office of the Adjutant General
BY:	BY:
	Jackie A. Huber, BG, NDNG
Date:	Deputy Adjutant General
	Date: