

Insurance Requirement: Buyer must provide proof of **\$1,000,000 commercial general liability insurance** prior to asset removal showing the City of Johnson City, TN as additional insured. (Certificate Holder: City of Johnson City, TN, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605). All removal and site cleanup is the sole responsibility of the buyer. Seller shall be held harmless from any claims arising from the removal process.

PLEASE NOTE: \$1,000,000 INSURANCE POLICY REQUIRED

- Buyer will need proof of \$1,000,000 (one million dollars) commercial general liability insurance coverage before removal showing the City of Johnson City, TN as additional insured.
- All removal and deconstruction are solely Buyer's responsibility.
- Buyer, Contractor or Subcontractor for Removal must be licensed and bonded in addition to the Insurance Requirement.

The buyer expressly agrees to indemnify and hold harmless the City of Johnson City, TN for all claims resulting directly or indirectly from the purchase, ownership and removal of the item in compliance or violation of federal state and local laws or regulations.

Purchaser shall indemnify, insure, exonerate and hold harmless the City of Johnson City, TN, its agents, servants and employees and the City of Johnson City, TN in its regular corporate capacity against all claims, suits or actions of every kind or description and of all persons whomsoever, including without limitation claims of employees, agents or servants of Purchaser or any subcontractors. Said indemnification and exoneration shall apply to all losses and damages whether for personal injury, property damage and/or loss of life or property and use resulting from or in any way connected to the removal and relocation of items listed in this posting including without limitation such claims as are based upon alleged deliberate and/or intentional conduct, even though such intentional acts are authorized or required by the terms and provisions of this contract, active or passive negligence, joint negligence of both parties, or any other basis in law or in equity.

The City of Johnson City, TN reserves the right to reject any or all bids, to waive informalities or irregularities in any bid, to solicit for new bids or to proceed to dispose of this property by other means, as may be determined to be in the best Interest of the City of Johnson City, TN. The resulting agreement/contract for this bid shall be approved by the City of Johnson City, TN before notice to proceed will be issued. Only the item described herein is included in the sale regardless of what else is pictured. Please contact the City of Johnson City, TN for viewing or with questions about this commercial dishwasher.