

BUYER REMOVAL & LIABILITY AGREEMENT



This Agreement is entered into on _____ by and between ThreeSixty Asset Advisors, CA Global Partners and Fram Fram ("Auctioneer(s)"), on its own behalf and on behalf of the Additional Insureds listed below.

Buyer: _____ Bidder Number: _____

Buyer will remove purchased equipment, machinery, or property from the job site listed below.

1. Buyer Responsibility

Buyer accepts full responsibility for:

- All removal activities
- All persons assisting Buyer
- Any contractors or movers hired by Buyer
- Compliance with all site safety rules and laws
- Buyer acknowledges that it has had the opportunity to inspect the job site conditions and accepts the site "as is" for purposes of planning and performing removal.

2. Insurance Requirements

If Buyer performs removal using employees or contractors, Buyer must maintain:

- Commercial General Liability – \$1,000,000 per occurrence
- Automobile Liability – \$1,000,000 combined single limit
- Workers' Compensation – As required by law

3. Property Risk

- Buyer assumes all risk of loss or damage to purchased property once removal begins.

4. Site Damage

Buyer is responsible for any damage caused to:

- Buildings
- Floors
- Utilities
- Fixtures
- Other property
- Personal injury arising from removal

5. Site Protection & Utilities

- Buyer agrees to protect floors, walls, doorways, utilities, and surrounding areas during removal. Any damage to the premises, fixtures, structures, or infrastructure caused during removal shall be repaired at Buyer's sole expense.

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5. Site Protection & Utilities (cont'd)

- Buyer is solely responsible for proper and lawful disconnection, termination, and capping of all electrical, gas, water, air, data, or other utility services connected to purchased property. Disconnections must be performed by properly licensed professionals where required by law.
- Buyer shall not cut, torch, drill, weld, or otherwise alter structural components of the premises without prior written authorization from Auctioneer(s) or site owner.

6. Hazardous Materials

- Buyer acknowledges that certain items may contain oils, fluids, refrigerants, chemicals, compressed gases, or other regulated materials. Buyer assumes full responsibility for safe handling, containment, removal, transportation, and lawful disposal of such materials in accordance with applicable laws and regulations.
- Buyer shall be responsible for immediate containment, cleanup, reporting, and remediation of any spills or releases caused during removal activities.

7. Removal Operations & Liability

- Auctioneer(s) does not supervise, direct, or control Buyer's removal methods, safety practices, or procedures and shall not be responsible for the acts or omissions of Buyer or Buyer's personnel, agents, or contractors.
- Buyer assumes all risk of injury, loss, or damage arising from site conditions, equipment condition, or removal operations.

8. Time Limits & Abandonment

- All removal must be completed within the designated removal period. Any property not removed within the permitted timeframe may be deemed abandoned and may be relocated, stored, or disposed of at Buyer's expense without liability to Auctioneer(s).

9. Indemnification

- Buyer agrees to defend, indemnify, and hold harmless Auctioneer(s), Seller, property owner, landlord, and any other parties required by Auctioneer(s), and their respective officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses, including attorney fees, arising out of or related to Buyer's removal activities or presence on the site. The parties listed above are intended third-party beneficiaries of this provision.

10. Contractors Used by Buyer

- Any contractor or rigger hired by Buyer must provide Auctioneer(s) with certificates of insurance meeting Auctioneer(s) requirements before work begins.

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Auctioneer(s):



11. Job Site Information

Job Site Address: 748 W. Sunset Rd., Henderson, NV 89011

Additional Insureds:

ThreeSixty Asset Advisors | 3075 E. Thousand Oaks Blvd, Westlake Village, CA 91362

CA Global Partners | 2637 Townsgate Road, Suite 300, Westlake Village, CA 91361

Fram Fram | 12589 Rhode Island Ave, Savage, Minnesota, 55378

Dynaflex Products | 748 W. Sunset Rd., Henderson, NV 89011

BUYER

BUYER MUST PROVIDE
CERTIFICATE OF INSURANCE ALONG
WITH THIS AGREEMENT

Signature: _____

Name: _____

Bidder Number: _____

Date: _____