

AGREEMENT

Agreement between the City of Coos Bay, an Oregon municipal corporation (the Owner), and _____ (the Purchaser).

WHEREAS, the Owner has certain personal property; and

WHEREAS, the Purchaser has the need and desire to obtain such property, and intends to put the property to beneficial use;

NOW, THEREFORE, the parties agree as follows:

1. For and in consideration for the Purchaser's agreement to remove the property from the following location: _____ **[GIVE STREET ADDRESS AND LOCATION OF PROPERTY]**

The Owner does hereby bargain, sell and deliver unto the Purchaser, his or her personal representatives, and assigns, all the following described personal property: _____ **[DESCRIBE PROPERTY BEING ACQUIRED]**

The Purchaser shall remove the personal property, at the Purchaser's sole effort and expense, and shall make every effort to do so on or before on or before: _____ **[DATE]**.

2. **Release of Claims.** The Purchaser, by signing this Agreement, does hereby specifically and knowingly forever release, acquit, and discharge the Owner from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses of whatever nature, and compensation, on account of, or in any way growing out of, any claims of any nature whatsoever, including but not limited to personal injury or property damage, arising out of or occurring during the course of the Purchaser's removal of the Owner's personal property under the terms of this agreement, whether premised upon the negligence or any act or omission of the Owner, its officers, employees, or agents, and Purchaser does hereby do for Purchaser, and for all other persons assisting, aiding, or otherwise involved in performing such removal, assume all risk of injury or death to the Purchaser and any and all such other persons.

3. **Indemnification.** The Purchaser shall defend, indemnify and save the Owner, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person, or damage to property, of whatsoever nature arising out of or incident to the performance of this Agreement by the Purchaser, including, but not limited to, the Purchaser's employees, agents, and other persons or entities designated by the Purchaser to perform work or services attendant to this Agreement.

3. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

4. **Severability.** The Parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

5. **Execution and Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

6. **Merger Clause.** This Agreement may be amended only by an instrument in writing executed by all the parties. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement

shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. By signing this agreement, the Purchaser specifically acknowledges that he or she had read this agreement, understands each and every term and condition, and hereby agrees to abide and be bound by each and every provision.

IN WITNESS WHEREOF, we have set our hands and seal this ____ day of _____, 20____.

Purchaser

Date

State of Oregon,)
) ss.
County of Coos)

Before me on the __ day of _____, 20 _____, personally appeared the above-named _____ and acknowledged the foregoing instrument to be [his/her/their] voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

Authorized Representative
City of Coos Bay

Date

STATE OF OREGON,)
) ss.
County of Coos.)

On this __ day of _____, 20____, before me appeared _____, to me personally known, who being duly sworn, did say that [he/she], _____ is the _____ of the City of Coos Bay, an Oregon municipal corporation, and that the foregoing instrument was signed and sealed on behalf of said municipal corporation by authority of the Council of the City of Coos Bay; and acknowledged the foregoing instrument to be the free act and deed of the City of Coos Bay.

NOTARY PUBLIC FOR OREGON
My Commission Expires: