



## **Terms and Conditions including Hold Harmless and Indemnification Agreement**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of January, 2010, by and between FatherTime .Com Auctions, LLC. or its assignees, a limited liability company organized under the laws of the State of Missouri, whose principal place of business is 2850 Lawndell Drive, St. Louis, Missouri, 63144, the Seller (Community Council of St. Charles County and St. Charles City County Library District ) whose ownership interest is in the designated auction premises/(hereinafter referred to as “Auctioneer and Seller”) and , \_\_\_\_\_

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(hereinafter referred to as “you” or as “Bidder, Buyer or Purchaser”).

Demolition and Salvage Auction will be held at: **425 Spencer Road, St. Peters, MO 63376** on this date **January 12, 2010 at 11AM CST and open to the public. Removal of property to be day of auction and day (s) (to be determined) following after utilities are turned off to building.**

1. All prospective buyers must be at least 18 years old and are required to register with Father Time® Auctions prior to bidding. By using the bid number, the bidder acknowledges that he has received, read, and understands and agrees to be bound by the terms and conditions of the auction.
2. The demolition auction will be conducted by offering the items by lot, either individually or in groups at the Auctioneer’s discretion.. The bidder offering the highest bid accepted by Father Time® Auctions shall be the purchaser of the offered lot, and no purchaser shall retract his bid. Purchaser accepts a lot when he makes a bid and must be able to pay for the lot. **ALL SALES ARE FINAL**
3. The bidder, whether acting as principal, agent, officer or director of a company or otherwise, in any capacity whatsoever, and the company he represents, both jointly and severally agrees to indemnify and hold harmless Father Time® Auctions and its officers, directors, employees, agents, attorneys and its consignors, from any and all actions, causes of action, suits, damages, costs, and losses of any nature, including injury and death, arising from the purchase or use of any items, whether before, during, or after the auction.
4. Bidder agrees to be responsible for full payment of the purchase price. All purchases are to be paid by cash or credit cards only. Removal of items will begin only after Father Time® Auctions have received full and complete payment.
5. The “Auction Terms and Conditions including Hold Harmless and Indemnification Agreement” shall be governed by and interpreted under the laws of the State of Missouri, and any action hereunder against Father Time® Auctions shall be commenced in the State of Missouri.
6. All items are sold “AS IS-WHERE IS” without any guarantees or warranty expressed or implied, statutory or otherwise of any nature whatsoever in respect of the lots offered at the auction. Specifically, but without limitation, Father Time® Auctions makes no representation or warranty that any of the lots conform to any standard in respect of safety, pollution, or hazardous material, or fit for any particular purpose. Father Time® Auctions, sellers, or any member of their staff make no guarantee as to the authenticity, reliability, safety, particular use, year of manufacture, model, make, hours, condition, or defect of any lot or item being sold.
7. Lot descriptions may have been prepared and are to be used as a guide, and should be used as a guide only. Although the descriptions are believed to be correct its accuracy cannot be guaranteed or warranted. No sale shall be invalidated; nor shall Father Time® Auctions or sellers be liable as a result of defects or inaccuracies of any lot.

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8. Any dispute arising as to any bidding shall be settled by, Father Time® Auctions at its sole discretion, and Father Time® Auctions may put the lot in dispute up for sale again. Father Time® Auctions reserve the right to refuse any bid.

9. Removal of items shall be at the sole expense, risk, and liability of the purchaser and shall be done the day of auction or at dates and time designated by Auctioneer, unless other arrangements are made. Father Time® Auctions or seller shall not be responsible for items not removed in the time allowed. In the event that the items cannot be removed the day of auction Father Time® Auctions will specify a time and date for removal of items and in no case shall a purchaser enter property without an agent of Father Time® Auctions. Failure to abide by the terms will result in forfeiture of materials purchased. Purchaser agrees to indemnify and hold harmless Father Time® Auctions and Seller both against any damage caused by acts of the purchaser and/or his agents. Father Time® Auctions and Seller is not responsible for goods not removed within the time specified, and shall have the option of removing and storing any goods not removed at the expense and risk of the buyer.

10. Local, State and Federal Laws and Regulations Compliance. Purchaser shall have the sole responsibility to comply with all Local, State and Federal Laws and Regulations including but not limited to Permits and Licenses, Taxes, Insurance, Environmental Issues, Workplace Safety, Workers' Compensation, Americans with Disabilities Act, Wages, Hours and Benefits for any and all site work and conduct involved with the purchase and removal of any of the auction items. Purchaser agrees to indemnify and hold harmless Father Time® Auctions and Seller both against any damage caused by acts of the purchaser and/or his agents. Father Time® Auctions and Seller is not responsible for enforcement of any or all Purchaser compliance with Local, State and Federal Laws and Regulations which remain solely at the expense, compliance and risk of the Purchaser and/or his agents.

11. Purchaser agrees that the direction and supervision of its working forces including all subcontractors, rests exclusively with Purchaser. Purchaser shall not interfere with any other Purchaser's or Contractor's working forces or subcontractors.

12. Inventory and Auction Items availability subject to change without notice.

13. Purchaser shall indemnify and hold Father Time® Auctions and Seller's harmless, assume legal liability for and, at Father Time® Auctions and Seller's option, defend Father Time® Auctions and Seller, its agents, employees, officers, directors, sureties, subcontractors, suppliers, servants and insurers from any claim or action arising out of or alleged to arise out of (i) purchasers breach of any terms, condition, or representation in this agreement and (ii) arising out of or related to any claims, actions, awards, liabilities or damages for any injury to person or personal property incurred by anyone, including but not limited to purchaser and purchaser's invitees and/or guests, on the property during the period of work. Purchaser shall also reimburse Father Time® Auctions and Seller for any court costs, attorney's fees, settlement, judgment, or other expense that Father Time® Auctions and Seller, its agents, employees, officers, directors, or insurers may pay, or become obligated to pay, in connection with any such claim or action.

14. Mold. Mold may typically be found anywhere that water is found. Some types of mold have been shown to have adverse health effects on people. Father Time® Auctions and Seller makes neither any express nor implied warranties concerning mold, whether presently or in the future. Purchaser hereby agrees that Father Time® Auctions and Seller shall not be responsible for, and hereby waives and releases Father Time® Auctions and Seller from any claims, damages, actions, costs or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold, or by some other agent, that may or may not be associated with defects in construction, including but not limited to, property damage, personal injury, loss of income, emotional distress, anxiety, embarrassment, humiliation, mental anguish, death, loss of use, loss of value, and any adverse health effect, or any other effect on purchaser and/or purchaser's family, work forces, friends or invitees.

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15. **Entire Agreement.** This Agreement, the documents referred to herein and the Attachments hereto, if any, constitute the entire, full and complete Agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements with no other representations having induced you to execute this Agreement. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing.

16. **Severability and Construction**

A. **Severability.** Except as expressly provided to the contrary herein, each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if Auctioneer determines that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, Auctioneer, at its option, may terminate this Agreement.

B. **Force Majeure.** If, as a result of hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, riot, insurrection, war, explosion, unavoidable calamity or other act of God (a “Force Majeure”), compliance by any party with the terms of this Agreement is rendered impossible or would otherwise create an undue hardship upon any party, all parties shall be excused from their respective obligations hereunder for the duration of the Force Majeure and for a reasonable recovery period thereafter, but otherwise this Agreement shall continue in full force and effect.

17. **Applicable Law**

A. **Governing Law.** This Agreement takes effect upon its acceptance and execution by Auctioneer. This Agreement shall be interpreted and construed under the laws of the State of Missouri except to the extent governed by federal law.

B. **Jurisdiction and Venue.** Except as otherwise expressly provided by applicable state law or regulation, the parties agree that any action brought by either party against the other shall be brought in the State of Missouri in the County of St. Louis and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

C. **Definition of “You”.** As used in this Agreement, the term “you” shall include all persons who succeed to the interest of the original Signatory by transfer or operation of law and shall be deemed to include not only the individual or entity defined as “you” in the introductory paragraph of this Agreement, but shall also include all partners of the entity executing this Agreement, in the event said entity is a partnership; all shareholders, officers and directors of the entity executing this Agreement, in the event said entity is a corporation; and all members and officers of the entity executing this Agreement, in the event said entity is a limited liability company. By their signatures hereto, all partners, members, shareholders, officers and directors of the entity that signs this Agreement acknowledge and accept the duties and obligations imposed upon each of them, individually, by the terms of this Agreement.

D. **Enforcement of Agreement.** You expressly agree that the existence of any claims you may have against Auctioneer, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Auctioneer of the provisions in this Agreement. You agree to pay all costs and expenses (including reasonable attorneys’ fees) incurred by Auctioneer in connection with the enforcement of the provisions set forth in this Agreement.

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18. NOTICES. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Auctioneer: FatherTime.com, Auctions, LLC.  
2850 Lawndell Drive  
St. Louis, MO 63144  
Attn: Managing Member

Notices to Seller: Community Council of St. Charles County  
St. Charles City County Library District  
77 Boone Hills  
St. Peters, MO 63376  
Attn: Executive Director

Notices to You:

**IN WITNESS WHEREOF**, each of the undersigned has executed this Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Bidder - Purchaser - Date

Print Name: \_\_\_\_\_

Bidder #

\_\_\_\_\_  
Bidder-Purchaser - Date

Print Name: \_\_\_\_\_

Bidder #

\_\_\_\_\_  
Auctioneer Date

MO Lic.# MO44943, IL Lic.#444.000377

Father Time® Auctions

2850 Lawndell Drive,

St. Louis, Missouri 63144

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