

**AUCTION AGREEMENT  
HOLD HARMLESS AGREEMENT AND DISCLAIMER STATEMENT**

In consideration of Tomball Independent School District agreement to allow the undersigned bidder (hereafter the "Bidder") to enter the property located at 11211 FM 2920, Tomball, TX 77375 (hereafter "Tomball I.S.D. Property") to preview certain property that may be offered by Tomball I.S.D for sale at auction and to participate in such auction, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. ENTRY AT SOLE RISK**

Bidder agrees that it is entering onto Tomball I.S.D Property at its sole risk, knowledgeable of the inherent risks.

**2. INDEMNITY & WAIVER**

Bidder shall protect, defend, forever discharge, release, waive, indemnity and hold Tomball Independent School District and Lemons Auctioneers, LLC, and their respective affiliates, officers, directors, employees, agents, shareholders, and insurers ("Indemnified Parties" or "Indemnified Party") harmless from and against any and all losses, liabilities, expenses (including all attorney's fees and costs incurred by any identified party related to any claim or loss as well as any attorney's fees and costs incurred in the enforcement of this agreement), claims and causes of action for damages of any kind or nature (whether in tort, contract, law or equity), for personal injury or death, property damage or loss by whomsoever made and howsoever arising in connection with or related to: (i) the Bidder's presence at the Tomball I.S.D property; (ii) the public online auction held by Lemons Auctioneers, LLC and Tomball I.S.D or (iii) arising out of the possession, ownership, or use of any property or merchandise purchased at the auction.

**WITHOUT LIMITING THE FOREGOING, IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED BY THE BIDDER THAT THIS AGREEMENT SHALL COVER ANY LOSS, LIABILITY, EXPENSE, CLAIM OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART, FROM THE ACT, OMISSION, FAULT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF CONTRACT OF ANY OF THE IDENTIFIED PARTIES, WHETHER SUCH LOSS, LIABILITY, EXPENSE, CLAIM, OR CAUSE OF ACTION PRESENTLY EXISTS OR MAY HEREAFTER ARISE IN THE FUTURE OR WHETHER SUCH CAUSE OF ACTION IS PRESENTLY KNOWN OR UNKNOWN.**

**3. DISCLAIMER OF WARRANTIES.**

Notwithstanding anything contained to the contrary in this Agreement, none of the Indemnified Parties is making any representation or warranty whatsoever, express, implied, statutory, or otherwise, and it is understood that the Bidder takes any property purchased from Tomball I.S.D **IS AS IS AND WHERE IS.** Without limiting the generality of the immediately preceding sentence, the indemnified Parties hereby: (i) expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute or otherwise, relating to: (a) the condition or sufficiency of any property or equipment acquired by the Bidder (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or the presence or absence of any hazardous materials in or on any of the acquired equipment or property) or (b) the existence of any required license, permit, or approval of any kind regarding the possession, use, or ownership of any equipment or property purchased by the Bidder; (ii) negates any rights of the Bidder under statutes to claim redhibitory of consideration in any claims by the Bidder for damages because of diminution vices or defects, whether known or unknown, it being the intention of the indemnified parties and the Bidder that the equipment and property purchased by the Bidder are to be excepted by the Bidder in their present condition and state of repair.

#### **4. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties regarding the Bidders presence on the \*\* I.S.D. Property, during demolition, removal and the purchase of any property of Tomball I.S.D., and there are no collateral or other agreements, statements, understandings, covenants, representations or warranties (whether written or oral) related to the subject matter of the Agreement.

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**Bidder Signature**

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**Printed Name**

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**Company**

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**Date**

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**Address**