

**INSPECTION WAIVER AND INDEMNIFICATION AGREEMENT**

Subject Property Address: \_\_\_\_\_ . The State of Utah Department of Transportation ("**Seller**") requires that all parties desiring to enter the Subject Property for conducting an on-site inspection whether for informal purposes or for conducting extensive due diligence are required to complete and execute this waiver and indemnification agreement prior to obtaining access.

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Name

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Title

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Company

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Address

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City, State, Zip

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Daytime Phone

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Email

The party listed above ("**Inspecting Party**") acknowledges and agrees to defend, indemnify and hold the Seller, its Government Officials, employees, agents, successors, and SVN Auction Services, LLC & SVN | Alta Commercial ("**Broker**"), its agents, affiliates, Trustee and Trustee's affiliates, parent companies and subsidiaries, and each of their respective members, employees, agents, representatives, consultants, attorneys, fiduciaries, officers, directors, trustees, partners, principals and shareholders, predecessors in interest, successors and assigns and related corporate divisions (collectively, with Seller, the "**Seller Parties**") harmless from and against all obligations, demands, liabilities, claims, liens, encumbrances, losses, personal injuries, damages, costs, expenses, cause or causes of action and suit or suits of any and every character, known or unknown, direct and / or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing (collectively, "**Claims**") arising from the exercise of Inspecting Party's investigation, inspection or entry onto the Subject Property. Inspecting Party agrees to pay the actual costs and expenses incurred by Broker, Seller, or any other Seller Parties for the enforcement of this Agreement or the defense of any Claim.

Inspecting Party agrees not to disturb or remove any existing fixtures or improvements on the Subject Property in the course of Inspecting Party's inspection of the Subject Property. Inspecting Party agrees to repair all damage to the Subject Property caused by Inspecting Party and its agents and to restore the Subject Property to substantially the same condition that it was in immediately before Inspecting Party's inspection of the Subject Property.

Inspecting Party is not authorized to make any repairs at the Subject Property prior to closing, without the prior written consent from Seller, which consent may be withheld in Seller's sole and

absolute discretion.

Neither Broker, Seller, nor any other Seller Party has ratified the inspection of the Subject Property and furthermore their attendance at the inspection does NOT constitute any waiver of any right whatsoever that Broker, Seller or any other Seller Party may have against the Inspecting Party(s).

INSPECTING PARTY (entity)

By:

Its: \_\_\_\_\_

Date: \_\_\_\_\_

INSPECTING PARTY (individual)

\_\_\_\_\_

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

Date: \_\_\_\_\_

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