INDEMNITY/HOLD HARMLESS AGREEMENT (Surplus Sale)

_____ (hereinafter referred to as "Buyer") agrees for itself and its agents, employees, contractors, subcontractors, suppliers, servants, patrons, customers, visitors, and licensees to indemnify, protect, save and hold harmless the Monroe Township Board of Education (hereinafter referred to as "Seller"), its members, directors, officers, employees and agents from and against any and all causes of action, suits, claims, damages and demands of whatever kind or nature including, without limitation, claims for bodily injury, personal injury, wrongful death, breach of contract, property damage, loss of income and earnings, civil or criminal fines, that are incidental to or result from the Buyer's presence or operations on the Seller's property or Seller's assistance with the loading of any item sold or the carelessness, negligence or improper conduct of Buyer, Buyer's agents, employees, contractors, subcontractors, suppliers, servants, patrons, customers, visitors, and licensees. Such indemnification shall be to the extent caused in whole or in part by negligent acts or omissions by the Buyer, its agents, employees and its contractors, subcontractors, suppliers, servants, patrons, customers, visitors or licensees. Buyer agrees to defend Seller from any legal or equitable actions brought against Seller based on the Buyer's presence or operations on the Seller's property or Seller's assistance with the loading of any item sold or the carelessness, negligence or improper conduct of Buyer, Buyer's agents, employees, contractors, subcontractors, suppliers, servants, patrons, customers, visitors, and licensees and pay all expenses and attorney's fees in connection therewith. Nothing herein shall be construed as requiring Buyer or any other person, firm or corporation to indemnify against any portion or percentage of such claim or loss, if any, caused by the negligence of Seller, its members, directors, officers, agents or employees.

Seller makes no warranties for any purpose as to the condition or usefulness/functionality of any item sold to Buyer. Seller accepts no responsibility whatsoever for item(s) sold after ownership is transferred to Buyer.

This agreement shall supersede any other indemnification/hold harmless agreement. By signing this statement, I certify that I am authorized to sign on behalf of the undersigned company.

_____	_____
Signature	Witness
_____	_____
Print Name	Print Name
_____	_____
Company Name	Date
_____	_____
Title	Vehicle Number (if applicable)
_____	
Date	