

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (This "Agreement") is made effective on February 6th, 2019 by and between T. Lawrence Jet and James Tate (hereafter principal of TATE AUCTIONS and

_____ hereafter referred to as an Owner, Buyer or Representative who warrants that they will hold Tate Auctions and it's Associates Harmless of any claims and/or litigation arising out of the Auction being held in Palm Desert, California on February 6, 2019.

Whereas Tate will be providing the following services: providing a facility where Automobile Sellers may present Vehicles for sale to Buyers and Tate shall collect a fee of _____% of the sale price for said service from the Seller, should a sale be made between the buyer and a seller.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein Tate and _____ hereby agree as follows:

Tate Auctions shall be held Harmless from any and all claims, lawsuits, demands, causes damage, equitable relief, personal injury and/or wrongful death, whether brought by an individual or other entity imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of TATE AUCTIONS, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment to TATE AUCTIONS of all fees, fines, judgements, awards, decrees, attorney fees and related cost or expenses. TATE AUCTIONS does not accept any liability for the transfer, or failure to transfer title, ownership or physical possession of any vehicle and does not certify in any way the validity of any Title to any vehicle transacted at said Auction. Further, TATE Auctions will not be and may not be held liable for any physical damage that may occur to any vehicle being submitted for auction.

Both Seller and Buyer certify that they have Automobile Insurance coverage in force covering their interest and the Liability and physical vehicle being sold or bought.

This Agreement shall be governed exclusively by the laws of California.

Signed this _____ day of February, 2019.

Title: _____

