

LOAD-OUT AGREEMENT

This Load-Out Agreement is executed by the undersigned as the Buyer of one or more items of personal property offered at the public auction conducted on November 28 ,2022 by Schrader Real Estate and Auction Company, Inc. ("Auction Company") at the **Bloom Dairy Farm Equipment Auction**. I, the undersigned Buyer, acknowledge and agree as follows:

1. I assume all obligations and responsibilities of ownership with respect to the items purchased by me (the "Purchased Item(s)"), including the obligation to pay for the Purchased Item(s) and all risk of loss, effective immediately as of the time that such item(s) is/are declared sold.
2. Any assistance provided by Seller, Auction Company and/or their respective agents and representatives in loading the Purchased Item(s) is provided as a courtesy to me and does not affect in any way my responsibilities under this Agreement.
3. **Special Load Out Items:**
 - a. Overhead Grain Leg & Downspouts removal by April 1, 2023: _____ (Initial here)
 - b. With respect to Grain Bins only removal by July 15,2023: _____ (Initial here)
 - i. If the Purchased Items include one or more Grain Bins, I agree to remove the Grain Bin structure(s) and any related equipment on or before **July 15, 2023**.
 - c. With respect to Dairy Equipment removal by April 1, 2023: _____ (Initial here)
 - i. If the Purchased Items include one or more Dairy Equipment, I agree to remove Item (s) and any related equipment on or before **April 1, 2023**.
 - ii. Dairy Equipment to be removed to concrete or terminated to fitting, wall or junction box
 - d. With respect to Building removal by July 15, 2023: _____ (Initial here)
 - i. If the Purchased Items include one or more Building (s), I agree to remove Item(s) and any related Building on or before **July 15, 2023**.
 - ii. Building removed to concrete footer, slab or ground

All items removed at buyers' expense and risk *All electrical items to be disconnected by seller*Must have proof of Liability Insurance

- e. Items located at: 361 W Colon Rd M86, Coldwater MI 49036
4. I hereby assume all risk and responsibility in connection with dismantling, loading and/or removing the Purchased Item(s), including all expenses and all risk of loss, personal injury and/or damage to the Purchased Item(s) or other property, whether or not caused by my negligence.
5. **IF ANYONE IS INJURED OR IF ANY PROPERTY IS DAMAGED IN THE PROCESS OF DISMANTLING, LOADING AND/OR REMOVING ANY OF THE PURCHASED ITEM(S), I AGREE TO INDEMNIFY AND HOLD HARMLESS SELLER, AUCTION COMPANY AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND/OR EXPENSES.**
6. I acknowledge that the terms of this Load-Out Agreement were announced by the auctioneer prior to bidding as part of the terms of sale.

Buyer:

Signature:

Print Name: