

REMOVAL OF CHATTELS AGREEMENT

I or We _____, including any agent, owner, employee or other representative (all the foregoing hereinafter the "Buyer"), and RUSS KIKO ASSOCIATES, INC. ("Kiko") hereby agree as follows: Buyer has purchased _____ ("Chattel(s)") at a public auction administered by Kiko on _____ at _____ (the "Location").

As part of the Auction Sale Agreement, Buyer agrees that:

- 1. Buyer shall be responsible for the removal of any and all Chattels, on or before _____ ("Removal Date"). Kiko is authorized to remove, at Buyer's expense, any and all Chattels from the Location after the expiration of the Removal Date. If Buyer does not pay Kiko the removal expenses and pick up the Chattels within five (5) days after the Removal Date, Kiko is authorized to resell, at Buyer's expense, the Chattels removed from the Location. Kiko is authorized to apply the proceeds of the resale of the Chattels to those expenses and Buyer shall immediately pay Kiko the difference, if any.
2. Buyer, upon entry onto the Location and/or any property where the Chattels are located, assumes all risk of injury or loss to person or property whether occurring at the Location or any other location, during or after the removal of the Chattels from the Location or the place at which they are stored and Buyer, from the earlier of the auction date or date of Buyer's entry onto the Location or property where the Chattels are stored shall be liable for any injury to Buyer or to any other person caused by any act or omission of Buyer and responsible for any damage or injury at the Location or the site where the Chattels are stored including land and building that may occur during the post-auction storage or the removal or transportation of the Chattels.
3. Buyer shall indemnify Kiko and Seller for any costs, liabilities or damages, including attorney's fees and litigation costs, caused by Buyer's failure to remove the Chattels and that may result due to the Chattels being left at the Location or other site where they are being stored including the removal and transportation of the Chattels after the date of the auction.
4. If Buyer is not in the process of actually removing the Chattels, Buyer shall take no action which may interfere or prohibit Kiko from removing the Chattels after the Removal Date and, except for the payment of Kiko's expenses and retrieval of the Chattels, Buyer shall take no other action which may interfere or prohibit Kiko from the resale of the Chattels according to the terms herein.
5. In the event a dispute arises concerning this contract and/or the performance of Buyer or Kiko (including any Owner, officer, agent or employee of Kiko) arising out of or in any way related to this contract, the Auction Sale or any of their acts or performance in connection therewith, the dispute shall be submitted to binding arbitration through and pursuant to the rules of the American Arbitration Association unless all parties agree to the use of a similar arbitration organization. By agreeing to arbitration, all parties waive their right to court or jury trial. All claims, including cross-claims and counterclaims, must be brought in the arbitration or are waived. It is understood that the arbitration will be administered by said arbitration association and will include the use of its arbitrators. The arbitration shall be held in Stark County, Ohio unless otherwise agreed to by Buyer and Kiko or as determined by the arbitrator. The arbitrator shall have actual experience with auction sales. All issues of arbitrability shall be determined solely by the arbitrator. All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney's fees. Except to the extent deemed not waivable by law, all incidental, consequential, emotional distress and punitive damages of any type or nature are hereby waived by all parties to this contract.
6. No person under 18 years of age shall be permitted onto the Location or the site where the Chattels are stored. If Buyer fails to exclude minors from the party of persons defined as "Buyer" then Buyer assumes full responsibility for the personal safety of such minor, waives any and all rights or claims against Kiko or Seller on behalf of the minor and agrees to indemnify Kiko and Seller against any and all losses, damages, claims or causes of auction, including attorney fees and litigation costs, arising out of or in any way related to the minor's entry onto the Location or any site where the Chattels may be stored.

RUSS KIKO ASSOCIATES, INC.

BUYER:

Agent _____

_____ Date _____

Agent _____

_____ Date _____

Print Name(s) _____

Present Address _____

Telephone _____