

CONTRACT FOR SALE AND MOVING OF HOUSE

This contract of sale ("Contract") is made by and between the City of Euless, Texas, a home rule municipal corporation located in Tarrant County, Texas ("Seller"), and _____ ("Purchaser") as of this ____ day of _____, 201__ ("the Effective Date").

TERMS AND CONDITIONS

In consideration of the terms and conditions contained herein the parties to mutually agree as follows:

- 1. Sale of house to be moved by Purchaser.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase the house located at _____, in Euless, Texas, 760__ ("the House"), for the sum of _____ Dollars (\$_____.00). The House is being sold as personal property. The real property on which the house is located is not part of this Contract, and is not being sold. Purchaser must move the house from the Seller's real property as provided below.
- 2. Deposit by Purchaser.** On the Effective Date of this Contract, Purchaser must deposit One Thousand Five Hundred Dollars (\$1,500) with Seller as a deposit guaranteeing Purchaser's performance under this Contract. Failing to timely pay the deposit will constitute material breach of this Contract and is grounds for termination of this Contract and forfeiture of the entire purchase price. Seller shall hold the deposit pending Purchaser's performance under this Contract. If Purchase completes the removal of the House in accordance with the terms of this Contract, Seller shall refund the full amount of the deposit to Purchaser. If Purchaser fails to complete the removal of the House in accordance with the terms of this Contract, Purchaser shall forfeit the deposit and Seller shall be entitled to keep the deposit, in addition to any other remedy provided by this Contract. Failing to perform within the time specified for performance in this Contract shall be considered failing to complete the removal in accordance with the terms of this Contract.
- 3. Conflict of Interest Questionnaire.** Prior to commencing removal, Purchaser must complete, execute, and file with the City Secretary a Conflict of Interest Questionnaire ("Form CIQ"), a copy of which is attached to this contract as Exhibit A. This is a condition precedent to Purchaser's entitlement to commence work, and is a requirement imposed pursuant to Texas Local Government Code, Chapter 176.
- 4. Moving of house from Seller's real property.** Purchaser will be required to remove both the House, in it's entirety, and all of the contents of the house, from Seller's real property within ____ days of the Effective Date. This includes any debris resulting from the moving of the House and any foundation slab or pier material onsite after the structure has been removed. Purchaser or his contractor shall also return the site to rough grade. Time is of the

essence. Failure to meet this deadline will constitute material breach of this Contract and is grounds for termination of this Contract and forfeiture of the entire purchase price and deposit.

5. **Access to real property.** Seller grants to Purchaser the right to access Seller's real property for the sole purpose of performing the removal required by this Contract. Purchaser shall not be entitled to access Seller's real property for any other reason. Seller shall be entitled to deny access to Seller's real property to any person, except those necessary to perform the removal required by this Contract.
6. **Sale or improvement of house.** Purchaser shall not improve or make any modifications or enhancements to the House while the House is on Seller's real property. In addition, Purchaser shall not advertise the House for the sale until after the House has been removed from Seller's real property. Purchaser's violation of either of these two conditions will constitute material breach of this Contract and is grounds for termination of this Contract and forfeiture of the entire purchase price and deposit.
7. **Utilities.** Seller will be responsible for the disconnection of all existing utilities from the house. Purchaser will coordinate with Seller to insure that all utilities have been disconnected prior to beginning work.
8. **AS-IS sale without warranty and release.** Purchaser acknowledges that Seller makes no warranty or representation that the House is in good or merchantable condition, or that it is suitable for Purchaser's intended use. Purchaser has inspected the House and accepts it AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. Purchaser accepts all risks of injury and acknowledges that Seller makes no warranty or representation regarding the House or its condition. Purchaser acknowledges that the House is used and may contain defects that are not readily detectable, including defects that could present a dangerous condition. Purchaser releases Seller from any liability for personal injuries, including death, damage to property, costs, and expenses incurred by Purchaser relating to this Contract, Purchaser's entry into and moving of the House, and activities related to same, regardless of whether such personal injuries, damages, costs, or expenses are caused in whole or in part by the Seller's negligence.
9. **Hazardous Materials.** Moreover, Seller does not warrant that the House is free of hazardous materials or environmental contamination. Purchaser assumes all liability and responsibility for removal or mitigation of any hazardous materials or environmental contamination, and Purchaser agrees to indemnify Seller, and all of Seller's officers, council members, agents, and employees from any liability and responsibility for such removal or mitigation of any hazardous materials or environmental contamination, and for the negligent act of any agent, employee, subcontractor, or supplier of Purchaser in the execution or performance of such removal and remediation, and for any failure to perform such removal or remediation in compliance with applicable federal and state law. The provisions of this Section will survive termination of the Contract.

- 10. Asbestos removal and/or mitigation.** Purchaser assumes full responsibility and all costs and expenses associated with such removal and remediation, and Purchaser agrees to defend, indemnify and hold harmless Seller, and all of Seller's officers, council members, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Purchaser and of any agent, employee, subcontractor, or supplier of Purchaser in the execution or performance of such removal and remediation, and for any failure to perform such removal or remediation in compliance with applicable federal and state law. The provisions of this Section will survive termination of the Contract.
- 11. Compliance with laws.** Purchaser will, and Purchaser will require its contractors, to complete the removal and transportation of the House from the Seller's real property in a safe and good and workmanlike manner, in compliance with all applicable laws and regulations.
- 12. No demolition on site.** No demolition shall be performed on the Seller's real property other than as necessary to remove the House. Any tree removal will be allowed only if approved by the Seller and any such removal will be performed by the Purchaser at the Purchaser's sole expense.
- 13. No agency.** Neither Purchaser, nor any of Purchaser's agents, servants, employees, contractors, subcontractors, or suppliers, shall be considered an agent of Seller for any purpose. Nothing herein shall be construed as creating a partnership or joint enterprise between the parties. Furthermore, the parties hereto acknowledge and agree that the doctrine of respondent superior shall not apply between them.
- 14. Insurance.** Purchaser shall require that all persons, including Purchaser, performing any work on the Seller's real property, including but not limited to Purchaser's contractors and subcontractors, carry or be covered by, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as Seller may require:
- I. Worker's Compensation and Employer's Liability insurance, to the extent required by and complying with the laws of the State of Texas;*
 - II. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, and Broad Form General Liability Endorsements;*
 - III. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used in complying with this Contract.*
- 15. Indemnification:** Purchaser agrees to defend, indemnify and hold harmless Seller, and all of Seller's officers, council members, agents and employees, from and against all

claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Purchaser or any agent, employee, contractor, subcontractor, or supplier of Purchaser, in the execution or performance of this Contract, regardless of whether such persons are under the direction of Seller's agents or employees, and regardless of whether any such claims, actions, suits, demands, proceedings, costs, damages and liabilities are caused in part by the negligence of Seller, or Seller's officers, council members, agents or employees.

- 16. No waiver of immunity.** Nothing contained in this Contract shall be construed to limit or waive any governmental or sovereign immunity or any damage limitation defenses of the Seller or any immunity applicable to its officers, agents, servants or employees, it being the intent of the parties that Seller retain its full governmental immunity and damage limitation defenses provided by law, except to the extent expressly provided or necessarily implied herein.
- 17. Risk of loss.** All risk of loss or damage to the House shall be Purchaser's risk beginning when Purchaser, or any agent, servant, employee, contractor or subcontractor of Purchaser, enters Seller's real property to begin removal of the House or preparations for such removal. If the House shall be damaged or destroyed by fire or other casualty after such time, Purchaser shall nonetheless perform all obligations of this Contract, and there shall be no reduction in the Purchase Price despite said material damage or destruction.
- 18. Termination of contract.** If Purchaser fails to perform in accordance with the provisions of this Contract, Seller may elect, in Seller's sole discretion, to terminate this Contract. Such termination shall constitute forfeiture of the purchase price and the deposit to Seller as liquidated damages, it being the determination of the parties that such amount is a reasonable and fair approximation of Seller's actual damages, which the parties agree will be difficult to ascertain.
- 19. Place of performance and governing law.** This Contract shall be construed under and governed by and in accordance with the substantive laws of the State of Texas, notwithstanding any choice-of-law provisions thereof. All obligations of the parties created by this Contract are fully performable in Tarrant County, Texas, and venue in any suit or cause of action under this Contract shall lie exclusively in Tarrant County, Texas.
- 20. Assignment.** This Contract may not be assigned by Seller or Purchaser without the prior written consent of the other party.
- 21. Severability.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Contract, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

22. Amendment. This Contract may not be modified or amended unless such modification or amendment is in writing and signed by both parties.

Signed as of the Effective Date set forth above.

PURCHASER: _____

By: _____

Name: _____

Title: _____

Signed as of the Effective Date set forth above.

SELLER: CITY OF EULESS, TEXAS

By: _____
Linda Martin, Mayor

ATTEST:

By: _____
Kim Sutter, City Secretary