

Reclaim Salvage Agreement

This ReCLAIM SALVAGE AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, _____, by and between _____ ("Owner") and Habitat for Humanity of Greater Sioux Falls ("Contractor")

RECITALS

- A. _____ owns certain salvage right to real estate located in _____ County, South Dakota, with the address of _____ and certain improvements located thereon (the "buildings")
- B. Owner decides to demolish or renovate the buildings and will in the process remove and dispose of building materials incorporated into the buildings.
- C. The Contractor desires to salvage some or all the building materials that Owner intends to remove from the buildings.
- D. It is the right of the Contractor to have an exclusive right to salvage materials that Habitat Restore does not intend to salvage, remove or reclaim.

Now, therefore, in consideration of the foregoing and mutual covenants and obligations contained herein, and other valuable consideration the receipt and sufficiency of which they acknowledge, Owner and the Contractor hereby agree as follows:

1. **Demolition and Removal.** Owner hereby grants to Contractor the right to remove and salvage materials from the buildings. Owner shall retain sole authority to authorize materials to be salvaged. Contractor shall retain sole authority to select which materials to be salvaged. All remaining materials shall be disposed of by Owner at the Owner's expense.
2. **Notice to Proceed/Time of Completion.** The Contractor will commence and complete deconstruction on or before _____. If the Contractor fails to meet this deadline, Owner shall have the right to salvage and bring in other parties to dispose of materials.
3. **Consideration.** Unless otherwise specified, no additional compensation or consideration shall be paid to Owner for the services or materials provided in this Agreement.
4. **Permits and Approvals/Compliance with Laws.** Owner shall obtain all county, city, and township governmental permits and approvals necessary for the demolition, removal and/or disposal of the buildings. Owner shall at all times comply with all state regulations, ordinances and other laws applicable to the performance of Owner's obligations under this Agreement.
5. **Insurance/Indemnification/Liens.** The Contractor hereby agrees:
 - a. Upon request from the Owner, to deliver to owner a certificate of insurance showing that the Contractor has in force a general liability insurance policy sufficiently broad to cover the Contractor's activities on the property. Upon request of Owner, the Contractor shall list Owner as an additional insured for purposes of this Agreement, and Contractor shall keep such insurance in full force and effect during the term of Agreement.
 - b. To indemnify, defend and hold harmless the Owner, its members, managers, employees, officers, volunteers, subcontractor agents, invitees and directors, from and against any and all claims, liabilities, damages or other costs which may arise from the

activities of the Contractor, its employees, subcontractors or agents on the property or otherwise connected with the demolition and salvaging of materials from the buildings, unless such claims, liabilities, damages or other costs arise due to the negligence of Owner. This indemnification shall survive the expiration or termination of this Agreement.

- c. To keep the property free and clear of all liens of any kind of nature, including construction liens arising out of activities on the property or otherwise connected with the demolition and salvaging of material from the buildings. This covenant shall survive until the expiration or termination of this agreement.

6. **Limitation of Liability.** Contractor agrees that Owner shall not to be liable for any injuries, damages, costs, or expenses suffered or incurred by Contractor or its employees, subcontractors, or agents, resulting from or in any way related to the subject matter of this Agreement, unless such injuries, damages, costs or expenses are the result of Owner's negligence or willful misconduct.

7. **Miscellaneous.**

- a. In conducting activities under this Agreement, the Contractor agrees not to unreasonably interfere with the work of others on the property or on other lands adjacent to the property.
- b. Nothing in this Agreement shall constitute Contractor as an employee, agent or representative of Owner. Contractor is an independent contractor and has control of the details of the performance of his obligations hereunder.
- c. This agreement shall bind and benefit the parties and their respective heirs, personal representatives, successors and/or assigns.
- d. This Agreement constitutes the entire agreement of the parties respecting the subject matter hereof and may not be modified or amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

HABITAT FOR HUMANITY OF GREATER SIOUX FALLS

By: _____

By: _____

Name: _____

Name: _____

Title: Owner

Title: Contractor