

BILL OF SALE

This Bill of Sale, dated _____, 2014 (this "Bill of Sale"), is entered into by and between Rebuilding Together Montgomery County, Inc., having an address of 3925 Plyers Mill Road, Suite 202, Kensington, Maryland 20895, Phone: 301-933-2700 (the "Seller"); and _____, having an address of _____, Phone: _____ (the "Buyer").

WHEREAS, Buyer was the successful bidder on the sale of the _____ Playhouse (the "Playhouse") auctioned by Seller through Rebuilding Hope—The RTMC Playhouse Project. As a material condition to such sale, Seller and Buyer are entering into this Bill of Sale.

NOW, THEREFORE, in consideration of the foregoing recital incorporated into and made a substantive part of this Bill of Sale, the Sales Price set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. Seller hereby sells, assigns, transfers, and conveys to Buyer all of Seller's right, title and interest in and to the Playhouse and Buyer purchases and accepts the Playhouse, subject to the terms and conditions of this Bill of Sale.
2. The sales price for the Playhouse, which is immediately due and payable by Buyer to Seller, is \$ _____ (the "Sales Price"). The Sales Price shall be paid by personal check, Visa, MasterCard or American Express. Any check shall be made payable to Rebuilding Together Montgomery County, Inc., and is subject to collection prior to delivery of the Playhouse. If a credit card is used for payment, Buyer shall pay all credit card processing and transaction fees. Such fees are estimated to be 2.5% of the Sales Price for Visa and MasterCard, and 3.0% of the Sales Price for American Express, but such percentages are not guaranteed.
3. Buyer shall pay any applicable sales taxes in addition to the Sales Price. Sales taxes are estimated to be 6.0% of the Sales Price, but such percentage is not guaranteed.
4. Seller will provide limited delivery service for the Playhouse with direct street access. The delivery services provided by Seller are limited to: (a) 50 miles from the auction site with direct street access to the delivery location; and (b) delivery of the Playhouse to the driveway of the address which Buyer designates. Buyer or an authorized representative of Buyer must be present to accept delivery of the Playhouse. Buyer assumes all risk of loss or damage to the Playhouse upon delivery. BUYER MUST ACCEPT DELIVERY NO LATER THAN JUNE 30, 2014. If Buyer does not meet the foregoing delivery criteria or otherwise wishes to arrange for Buyer's own delivery, then Buyer shall be responsible for all shipping costs and shipping arrangements and any and all damages to the Playhouse from and after the time that the Playhouse is received by the carrier, including any and all damages incurred in delivery and/or transportation of the Playhouse. IF BUYER ARRANGES ITS OWN DELIVERY, THEN BUYER MUST HAVE THE PLAYHOUSE PICKED UP NO LATER THAN JUNE 30, 2014. In addition to all other limitations and waivers of liability in this Bill of Sale, Seller shall have no liability if the

Playhouse is not picked up or if delivery of the Playhouse is not accepted pursuant to this Section by June 30, 2014.

5. Seller's liability for damage to the Playhouse incurred during delivery provided by or on behalf of Seller is limited to the lesser of: (a) the reasonable cost to repair such damage; or (b) an amount equal to the Sales Price. As set forth in Section 4 above, Seller shall have no liability for any damage to the Playhouse incurred during delivery provided by any third party.
6. Buyer will be responsible, at Buyer's sole expense, for the installation of the Playhouse, including but not limited to preparing any ground supports and/or leveling of the ground to accommodate the Playhouse. Buyer will be responsible, at Buyer's sole expense, for compliance with all applicable laws, regulations and requirements and homeowner's association covenants, rules and restrictions and any other covenants, rules and restrictions relative to the Playhouse and the installation, location and use of the Playhouse.
7. Buyer assumes full responsibility for the installation and use of the Playhouse. Buyer releases Seller and the designers, builders, and donors of the Playhouse and sponsors of the Playhouse auction from and against any and all claims (including, but not limited to, attorney's fees and court costs) based upon, connected with, or arising from (or alleged to be based upon, connected with, or arising from) the design, construction, installation, or use of the Playhouse (collectively, "Claims"), and Buyer agrees to indemnify, defend, protect, and hold harmless Seller and such designers, builders, donors, sponsors and their respective members, officers, directors, employees, agents, affiliates, successors and assigns (each an "Indemnified Party") from and against any and all Claims.
8. Prior to signing this Bill of Sale, Buyer acknowledges that Buyer had the opportunity to inspect the Playhouse and Buyer accepts the Playhouse in its "AS IS" condition. EXCEPT TO THE EXTENT EXPRESSLY REQUIRED BY APPLICABLE LAW, NEITHER SELLER NOR ANY OTHER INDEMNIFIED PARTY MAKE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE WITH RESPECT TO THE PLAYHOUSE AND NO STATEMENT CONTAINED IN ANY AUCTION MATERIALS, THE EVENT WEBSITE, OR OTHERWISE SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY OR AN ASSUMPTION OF LIABILITY BY SELLER OR ANY OTHER INDEMNIFIED PARTY. Except to the extent otherwise allowed under applicable law, no claim of any nature with the respect to the Playhouse may be brought by Buyer any time after the date that is one year after the date of this Bill of Sale.
9. ANY DISPUTE BETWEEN BUYER AND SELLER ARISING WITH RESPECT TO THE SALE OF THE PLAYHOUSE THAT IS NOT OTHERWISE RESOLVED BETWEEN THEM SHALL BE RESOLVED BY BINDING ARBITRATION THROUGH THE AMERICAN ARBITRATION ASSOCIATION OR ANY OTHER ARBITRATOR MUTUALLY AGREED TO BETWEEN THE PARTIES.
10. Buyer shall execute further assurances of this Bill of Sale upon request by Seller. All terms and conditions of this Bill of Sale shall be binding on Seller and Buyer and their respective successors, assigns, heirs and personal representatives. If the Playhouse is being purchased for donation to a non-profit organization or delivery to a third-party recipient, Buyer will cooperate with Seller to obtain liability waivers from the recipient.
11. Buyer acknowledges that Buyer may be eligible for a charitable contribution tax deduction only to the extent that the amount paid for the Playhouse is in excess of its fair market value; however

Buyer further acknowledges that neither Seller nor any other party has made any representation or warranty as to whether any portion of the Sales Price will be tax deductible by Buyer. For purposes of considering a charitable contribution, the fair market value of the Playhouse as stated in the auction materials is \$_____.

12. This Bill of Sale shall be construed in accordance with the laws of the State of Maryland, excluding choice of law principles.
13. The terms and provisions of this Bill of Sale are severable and in the event that any term or provision of this Bill of Sale is invalid or unenforceable for any reason, the remaining terms and provisions of this Bill of Sale shall remain in full force and effect.
14. This Bill of Sale contains the entire agreement between Seller and Buyer regarding the subject matter of this Bill of Sale. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them relating to this subject matter, other than as set forth in this Bill of Sale. This Bill of Sale may not be modified orally or in any manner other than by an agreement in writing signed by Seller and Buyer.

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound, have executed this Bill of Sale as of the date first set forth above.

SELLER:

Rebuilding Together Montgomery County, Inc.,
a Maryland non-profit corporation

By: _____
(Signature)

(Print Name)

(Title)

BUYER:

By: _____
(Signature)

(Print Name)

(Title)