

**TURNOVER AND RECEIPT,  
WAIVER AND RELEASE,  
AND INDEMNITY AGREEMENT FOR  
REMOVED PROPERTY**

When Nelson's Marine, Inc., a California corporation ("Tenant") vacated the premises at 1500 Ferry Point, Bldg. 167, Alameda, CA 94501 ("Premises"), which Premises are owned by the City of Alameda ("Landlord"), certain personal property remained.

The following listed property is claimed by \_\_\_\_\_, and/or its agents and assigns ("Claiming Party") to be the personal property of Claiming Party and Claiming Party hereby represents to Landlord that Claiming Party has all rights and authority, legal and otherwise, to remove such personal property from the Premises. Based on said representations Landlord is allowing Claiming Party to remove the following listed property from the Premises:

("Removed Property")

Claiming Party hereby agrees to abandon and relinquish any claim to and/or ownership interest in any property or equipment other than the Removed Property remaining in the Premises. Claiming Party acknowledges that Landlord is free to dispose of said property in any manner it, at its sole discretion, chooses.

Claiming Party shall, immediately on completion of the activities authorized by this Agreement, and in any case, no later than June 30, 2013, restore, repair and replace any construction, destruction, alteration or damage to the Premises arising out of or related to the activities conducted under this Agreement as determined by Landlord in its sole discretion. Claiming Party shall be responsible, at their sole cost and expense, for any damage to any

personal property located at the Premises (meaning the boats or other equipment of other owners).

Claiming Party hereby acknowledges that Landlord has made no representations as to the condition of the property and that Claiming Party will take possession of said property “as-is, where-is”. Claiming Party hereby further acknowledges that it is entering the Premises and removing the Removed Property at its own peril and hereby waives any claims against Landlord that may arise relating in any way to entering the Premises and/or removing the Removed Property. More specifically, Claiming Party hereby, to the maximum extent permitted by laws, releases Landlord, and its legal representatives, officers, directors, employees, managers, agents, successors and assigns, from any and all claims for damage to any person entering the Premises or involved in the activities conducted under this Agreement or to personal property of Claiming Party caused by or resulting from the activities conducted under this Agreement. Claiming Party promise to not sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, to solicit others to institute any such actions or proceedings, or consent to be a complainant in any criminal action or proceeding, against Landlord and its legal representatives, officers, directors, employees, managers, agents, successors and assigns, because of or arising out of: (i) access to the Premises; (ii) any of the activities conducted under this Agreement; (iii) any personal injury to Claiming Party; and/or (iv) any property damage occurring to the personal property of Claiming Party.

Claiming Party also hereby agrees to defend, indemnify and hold Landlord and all its directors, officers, agents and assigns harmless from any and all claims, liabilities, damages, assessments, and causes of action, whether in law or in equity, and in any forum or venue, including any regulatory agencies or administrations, with respect to the removal by Claiming

Party of the Removed Property with respect to any occurrences or claims, liabilities, damages or assessments, fines, citations, or violations arising out of Claiming Party's acts, actions or inactions while at the Premises or with respect to or in any way arising out of Claiming Party's removal of the Removed Property from the Premises. Claiming Party may elect to hire a moving company to remove the Removed Property from the Premises and Claiming Party specifically agrees that the above indemnity will include any claims or damage made or caused by anyone hired by Claiming Party to remove the Removed Property from the Premises; if a moving company is hired by Claiming Party to assist with the removal of the Removed Property, Claiming Party will ensure that the moving company has executed an Access Indemnity Agreement with Landlord and provided proof of adequate insurance to Landlord, the adequacy of which will be determined by Landlord in its sole discretion.

Claiming Party specifically acknowledges it has been advised that Tenant has not affirmatively relinquished its claim to possession of the Removed Property. Claiming Party therefore specifically agrees to defend, hold harmless and indemnify Landlord, as set forth above, for any damages, attorneys' fees and costs arising from Claiming Party taking possession and Landlord allowing Claiming Party to take possession of the Removed Property.

Claiming Party further acknowledges that Landlord has agreed to release the Removed Property to Claiming Party without charging any storage costs owed to Landlord by statute. As such, and in consideration, Claiming Party hereby agrees to and does hereby fully, forever and irrevocably release, discharge and acquit Landlord, for itself and its respective past and present affiliates, and the respective past and present officers, directors, shareholders, agents, members, managers, and employees of each and all of the foregoing entities, and their respective successors, heirs, and assigns, and any other person or entity now, previously, or hereafter

affiliated with any or all of the foregoing entities, of and from any and all rights, claims, counterclaims, offsets, demands, obligations liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore or now existing, or that could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, claimed or unclaimed, action or inaction, whether based on contract, tort, breach of any duty, or other legal or equitable theory of recovery, each as though fully set forth herein at length.

Claiming Party for itself, its successors and its assigns, hereby agrees, represents, and warrants that the matters released herein are not limited to matters that are known or disclosed, and, Claiming Party hereby waives any and all rights and benefits that it now has, or in the future may have, conferred upon it by virtue of the provisions of Section 1542 of the Civil Code of the State of California (or any other statute or common law principles of similar effect), which Section provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

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In this respect, Claiming Party hereby agrees, represents, and warrants that it realizes and acknowledges that factual matters now unknown to them may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are presently unknown, unanticipated, and unsuspected, and they further agree, represent, and warrant that this Agreement has been negotiated and agreed upon in light of that realization and that, except as expressly herein limited, they nevertheless hereby intend to release, discharge, and acquit one another from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses.

This Turnover Agreement, Indemnity and Release is executed on this \_\_\_\_ day of May, 2013.

Claiming Party:

\_\_\_\_\_

By:

Address:

\_\_\_\_\_  
\_\_\_\_\_