


## CITY OF OPELIKA

### Terms and Conditions - Online Sales/Surplus Items

*Please read the following terms and conditions carefully.*

- 1. Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms of Conditions of Online Sales, and agree to pay for and remove the property by the dates and times specified - **if the bid is accepted by the Seller.**
- 2. Guaranty Waiver.** All property is offered for sale "**AS IS, WHERE IS.**" The City of Opelika (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages - special, direct, indirect or consequential.
- 3. Description Warranty.** Seller warrants to the Buyer that the property offered for sale will conform to its description. *Any claim for mis-description must be made prior to removal of the property.* If **Seller** confirms that the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of **the City of Opelika** shall not exceed the actual purchase price of the property. **PLEASE NOTE: UPON REMOVAL OF THE PROPERTY, ALL SALES ARE FINAL.**
- 4. Personal and Property Risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the **Seller** and **GovDeals** from liability therefore.
- 5. Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. *Bidders may inspect the property prior to bidding* between the hours of **8:00 a.m. - 11:00 a.m.** and **1:00 p.m. - 3:00 p.m., Monday, Wednesday and Friday**, excluding legal holidays. Please contact **Lillie Finley**, Purchasing Officer at: **(334) 705-5120 (office), (334) 705-5128 (FAX)**, or by email at [lfinley@opelika-al.gov](mailto:lfinley@opelika-al.gov) to schedule an inspection. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed.
- 6. Consideration of Bid.** The City of Opelika reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

7. **Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from **GovDeals** (  [www.govdeals.com](http://www.govdeals.com)).
8. **Payment.** Payment in full is due no later than **five (5) working days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are as follows:
  - U.S. Currency
  - Cashier's Check
  - Certified Check
  - Money Order
  - Traveler's Checks
  - Company Check (with Bank letter guaranteeing payment - **mandatory**)

**Checks shall be made payable to the City of Opelika.** Payments shall be made at the location listed in the Buyer's Certificate.

9. **Removal.** All items must be removed within **ten (10) working days** from the time and date of issuance of the Buyer's Certificate. *Purchases will be released only upon receipt of payment as specified.* Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will the City of Opelika assume responsibility for packing, loading or shipping. Property may be removed between the hours of **8:00 a.m. - 11:00 a.m. and 1:00 p.m. - 3:00 p.m., Monday, Wednesday and Friday**, excluding legal holidays. Please contact **Lillie Finley**, Purchasing Officer at: **(334) 705-5120 (office), (334) 705-5128 (FAX)**, or by email at [lfinley@opelika-al.gov](mailto:lfinley@opelika-al.gov) **in advance** to schedule time, date and location. *If payment and removal are desired to occur on same day, please advise in advance to schedule specific date, time and location.*
10. **Vehicle Titles.** The City of Opelika will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **The City of Opelika** will not issue replacement titles.
11. **Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the

performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law.

12. **State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. **Seller is not responsible** for collection of taxes. Buyers are responsible for contacting the appropriate tax office, completing necessary forms, and paying any taxes that may be imposed.

12/12/17