

Newaygo County's Terms and Conditions for Surplus Auctions

Guarantee Waiver: All property is offered for sale “**as-is, where-is.**” The description of the equipment and/or vehicle(s) offered for sale has been compiled from data available but there is no guaranty or warranty on the part of Newaygo County as to condition, description of the equipment and/or vehicle(s) or quality. Newaygo County 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. There is no warranty of vehicles' odometer readings. Newaygo County is not responsible for any omissions or errors in the description of the equipment and/or vehicle(s) 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.

Inspection: Most items offered for sale are used and may contain defects not immediately detectable. Bidders are encouraged to inspect the property prior to bidding. Auction items are available to view **By Appointment Only** Monday through Friday from 10:30 a.m. to 12:00 p.m. and from 1:00 p.m. to 3:00 p.m. at the Newaygo County Maintenance Garage, 78 N. Webster, White Cloud, MI. To schedule an appointment, call Maintenance Supervisor Steve Gray at (231) 689-7008 during these hours.

Direct contact with Newaygo County employees, other than the Maintenance Supervisor or Administration Office employees, on the subject of this bid is prohibited except with the foreknowledge and permission of the County Administrator or his representative.

Eligibility: Bidder warrants that he or she meets the eligibility requirements detailed in the BidCorp.com User Agreement. Bidder agrees that he or she Will Not bid without a serious intention of buying and paying for the item in full.

Consideration of Bid: Newaygo County reserves the right to reject any and all bids. Newaygo County reserves the right to withdraw any equipment and/or vehicle(s) from the sale up until the time the sale of the equipment and/or vehicle(s) is awarded. Newaygo County reserves the right to set a minimum bid on any equipment and/or vehicle(s). Newaygo County further reserves the right to solicit new bids if, in the judgment of the county, the best interest of the county will be promoted thereby.

Each bid is received with the understanding that the acceptance by Newaygo County of the offer to purchase any or all of the items described therein shall constitute a contract between the bidder and the County.

Award: The highest bid, from an eligible bidder, exceeding the reserve price shall be awarded the auctioned item. Notification of award shall be issued to the successful bidder via email from BidCorp.com.

Liability After Award: The purchaser shall assume all liability for the property after the award is made. Newaygo County will exercise its normal care for and protection of items up to the time of removal, but will not be responsible for any loss or damage whatsoever.

Buyer's Premium: A **3.5% buyer's premium** shall be added to all purchases made. The premium is the cost to Newaygo County for the utilization of the third-party Web site provider. The buyer shall add and include the premium amount when making payment to Newaygo County.

Payment: Payment must be received within 7 calendar days from notification of award from

BidCorp.com.

Payment may be made by cash, money order, cashier's check, or certified check only. If the successful bidder is another governmental entity including schools, that entity's check will be adequate form of payment.

Remit Payment to:

Newaygo County
PO Box 885
1087 Newell St.
White Cloud, MI 4939

Payments may be made in person at the Treasurer's Office at the above address between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday.

Removal: All items must be removed within 10 calendar days from issuance of notification of award. Purchases will be released only upon receipt of payment as specified. The purchaser must bring a copy of the receipt to the DPW in order to pick up any item. Property may be removed **By Appointment Only** Monday through Friday from 10:30 a.m. to 12:00 p.m. and from 1:00 p.m. to 3:00 p.m., excluding legal holidays. To schedule an appointment for pick-up, call Maintenance Supervisor Steve Gray at (231) 689-7008 during these hours. Successful bidders are responsible for loading and removal of any and all property awarded to them from the Newaygo County Maintenance Garage, 78 N. Webster, White Cloud, MI. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Newaygo County assume responsibility for packing, loading or shipping.

Vehicle Titles: Newaygo County 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. Newaygo County will not issue replacement titles.

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 will result in termination of the contract and suspension from participation in all future sales. If the Buyer fails in the performance of his or her obligations, Newaygo County may exercise such rights and may pursue such remedies as are provided by law. In the event of default, the County reserves the right to re-auction or award the item to the next highest bidder.

Liability: Items are offered for sale using the services and Web site of BidCorp.com. Under no circumstances will Newaygo County be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages or losses based on or caused by any use of the auction web site or any other web site to which the site is linked, the content of such web sites, or any viruses or other harmful components derived from any such web sites, including, without limitation, any lost profits, revenue, or use, business interruption, or loss of computer programs or information, even if the County has been specifically advised of the possibility of such damages or losses. Newaygo County strives to make the online auction system as accurate as possible. However, errors and equipment malfunctions are possible and may occur without notice. In case of malfunctions of hardware or software, the County reserves the right to cancel any sale, even if an award notification e-mail has been received. The County cannot and will not guarantee uninterrupted access to the auction system.

Applicable Law; Venue: Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Michigan and any litigation with respect thereto shall be brought in the courts of the State of Michigan. The buyer shall comply with applicable federal,

state and local laws and regulations.

Privacy: Newaygo County gathers information from bidders so that it will know who has won an auction item. Personal information is not sold or rented. Personal information is used for the purpose of conducting online auctions and not used for any other purpose. Be advised that transactions of the County auction are subject to the Freedom of Information Act, Act 442 of 1976.

Acceptance of Terms and Conditions: By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, within the days specified.