

Terms and Conditions

ONLINE SALES – TERMS AND CONDITIONS

Guarantee Waiver. All property is offered for sale “**as-is, where-is.**” *City of New Port Richey* 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.

Description Warranty. *City of New Port Richey* warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If *City of New Port Richey* confirms that the property does not conform to the description, *City of New Port Richey* will keep the property and refund any money paid. The liability of *City of New Port Richey* shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed to schedule an inspection.

Consideration of Bid. *City of New Port Richey* reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Notice of Award. Successful bidders will receive a Notice of Award by email from PublicSurplus.com

Payment. Payment in full is due not later than **10 working** days from the time and date of the Notice of Award. Payment shall be in the form of:

Currency

Cashier's Check

Certified Check

Money Order

Checks shall be made payable to: *City of New Port Richey*. Payments shall be made at the location listed in the Notice of Award.

Removal. All items must be removed within **10 working** days from the time and date of issuance of the Notice of Award. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will *City of New Port Richey* assume responsibility for packing, loading or shipping. Property may be removed between the hours of and , Monday through Friday, excluding legal holidays. For additional information, please contact **Bill Gregoire, (727) 841-4540, gregoireb@cityofnewportrichey.org**.

Vehicle Titles. *City of New Port Richey* 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. *City of New Port Richey* 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 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, ***City of New Port Richey*** may exercise such rights and may pursue such remedies as are provided by law.

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, by the dates and times specified.

State/Local Sales and/or Use Tax. ***City of New Port Richey*** will collect sales tax on non vehicles if applicable.
