



## LITTLETON ELEMENTARY SCHOOL DISTRICT ONLINE SALES TERMS AND CONDITIONS

**EMPLOYEE PURCHASES:** Per A.A.C. R7-2-1131 (C)(6), an employee of the school district or a governing board member, or an employee of a school district agent conducting an auction on behalf of the school district, shall not directly or indirectly purchase or agree with another person to purchase surplus property if said employee or board member is, or has been, directly or indirectly involved in the purchase, disposal, maintenance or preparation for sale of the surplus material.

**Contract:** An award of sale is a contract between the winning bidder and Littleton Elementary School District upon the terms and conditions set forth herein. Littleton Elementary School District may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

**Guarantee Waiver:** All property is offered for sale as-is, where-is. Littleton Elementary School District makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Some or all items may have been declared unsafe in their present condition by a federal or state safety standard. Buyers should inspect and, if necessary, repair/test all items prior to any use. Buyer is not entitled to any payment for loss of profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

**No Description Warranty:** Littleton Elementary School District is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy him or herself as to the details and conditions of the item offered before entering a bid. The Littleton Elementary School District does not attest to the authenticity of any item.

**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.

**Indemnification:** Bidder agrees for and on behalf of bidder, bidder's heirs, successors and assigns that bidder shall indemnify and hold Littleton Elementary School District harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell any item of surplus property including claims for personal or bodily injury, death or contract damages.

**Consideration of Bid:** Littleton Elementary School District reserves the right to reject any and all bids and to withdraw from sale any of the items listed before a notice of award is delivered.

**Reserve Requirement:** If there is a reserve requirement and the reserve price is not met by the close of bidding, Littleton Elementary School District reserves the right to sell the auction item to the next highest bidder, relist the item for auction, or otherwise dispose of the item at Littleton Elementary School District's discretion.

**Notice of Award:** Successful bidders will receive a Notice of Award by email from [PublicSurplus.com](http://PublicSurplus.com)

**Payment:** Public Processing, LLC handles all payments for Littleton Elementary School District. Acceptable forms of payment are: Wire Transfer or Credit Card. NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED! Payment for an awarded item must be received within five (5) business days after notice of award.

**Partial Payment:** There will be NO partial payments allowed for an auction. All auctions must be paid in full according to the specified payment process.



### **Pick-Up and Third-Party Pick-Up Procedures:**

1. Contact the Purchasing Department at 623-478-5615 to arrange for a mutually convenient pick-up time. Be sure to bring with you to the pick-up location (1) the "Notice of Award," and (2) personal identification (such as a Driver's License). You must present both items at the scheduled pick-up, or the auction item(s) will not be released to you.

2. If you are picking up an item for someone else, you will need the "Notice of Award" (photo copy is acceptable), plus a note from the designated "winning bidder" specifically naming you as authorized representative, along with your own identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder's e-mail address used for the auction stating that you are authorized to pick-up the item.

**Shipping:** We cannot ship any item(s). However, you may contact a local carrier of your choice to pick-up, package, and ship your item(s) for you. It will be your responsibility to follow the Third-Party Pick-Up Procedures above to ensure that your item is released.

**Bid Deposits:** Littleton Elementary School District may require bid deposits in order to ensure fairness to all bidders. The deposit will be reversed if no default occurs or the bidder does not win the auction. The deposit will be retained if the winning bidder defaults.

**Buyer Premium:** A Buyers Premium of 10% shall be added to the final sale price with a \$1 minimum charge per auction for payment of auction services. This premium will be visible during the bidding process and added to the total bid.

**Removal:** After the time and date of issuance of the Notice of Award, Buyer must remove auction item(s) from the Littleton Elementary School District premises within ten (10) business days unless otherwise specified in the item listing. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the Littleton Elementary School District reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or



otherwise. Successful bidders are responsible for packing, loading, removing and transporting 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 must make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Littleton Elementary School District assume responsibility for packing, loading or transporting auction item(s). Buyer shall be liable to and reimburse Littleton Elementary School District for any damage to Littleton Elementary School District's property caused by Buyer's or Buyer Agent's removal of auction item(s) from the premises. No maintenance may be performed on Littleton Elementary School District property. For additional information, please contact the "auction contact" named on the auction page.

**Abandonment of Item:** Auction items paid for but not picked up within the specified time will be stored for 5 days from the last date of available pickup. Littleton Elementary School District will charge a storage fee of \$50 per day during this time, which must be paid by Buyer before the item will be released. At the expiration of the 5 day period, the item will be deemed abandoned and may be auctioned again to pay the storage fee. Any amount received in excess of the storage fee will be retained by Littleton Elementary School District as payment for additional efforts to dispose of the item.

**Risk of Loss:** In the event an auction item is lost or destroyed after a notice of award has been sent but prior to removal, and to the extent such loss or destruction is not caused by the buyer, or buyer's agent or employee, Littleton Elementary School District will refund any money paid. The liability of Littleton Elementary School District shall not exceed the actual purchase price of the property.

**Vehicle Titles:** Littleton Elementary School District 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. Littleton Elementary School District 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 bid 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, Littleton Elementary School District may retain Buyer's bid deposit and exercise such rights and pursue such remedies as are provided by law.

**Acceptance of Terms and Conditions:** By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay for and remove the property, if the bid is accepted, by the dates and times specified.

**\*THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE\***