

Metropolitan Transit Authority of Harris County, Texas  
Property Services Division  
1900 Main Street, Office 8124  
Houston, TX 77002

## ONLINE AUCTION TERMS and CONDITIONS

### General:

Items are offered for sale by the Metropolitan Transit Authority of Harris County, Texas (METRO). In making the offer, a third-party web site provider is utilized (online auction services contractor) Individual(s) submitting bid offers are identified herein as "buyer(s)".

### No Warranty:

All equipment will be sold "as is," "where is," and "with all faults, if any." METRO disclaims all warranties or guarantees, expressed or implied, as to the condition, quality, completeness or fitness for any particular or general purpose or compliance to safety regulations of the equipment being sold. Descriptions of items appearing in this online auction are believed to be correct. However, neither those descriptions nor any oral statements made by METRO concerning any item shall be considered as a warranty, expressed or implied.

### Indemnification:

Buyers agree to indemnify and hold harmless METRO for any and all damages, claims, or liability of any nature or kind in the sale of or the buyer's use of the property. The buyer, its predecessors, successors and assigns hereby release, relinquish and discharge METRO, its former, present and future agents, employees and officers from any liability arising out of the sale and/or concurrent negligence of METRO for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of the sales of METRO-owned property.

### Eligibility:

Minimum 18 years old and legally able to form binding contracts as a buyer in an auction.

### Viewing of Items:

Buyers may view auction items by appointment only. Locations of public viewings may be held at the designated Metropolitan Transit Authority posted on the website. Buyers will be required to provide photo identification to view items featured at auction on METRO premises.

Public viewings are scheduled by appointment only. No walk-ins will be allowed at any METRO facility without an appointment.

### Inspection of Items:

Prospective buyers are *highly* encouraged to inspect the property before submitting their bid (s). Prospective bidders are responsible for inspecting items offered prior to bidding and to place these bids based solely on their personal inspection and evaluation of the item. The

responsibility to determine the condition of the property rests with the buyer. Perspective buyers will not be allowed to operate or disassemble any surplus equipment featured in an auction. METRO's insurance liability limitations prohibit potential buyers from test driving sale vehicles.

**Terms of Sale:**

All sales are final and may be subject to sales taxes in the amount of 8.25%, unless the buyer provides valid tax-exempt certificate to Municibid prior to or at time of payment. No taxes are collected on vehicular purchases.

**Payment:**

Municibid collects all payments for Metropolitan Transit Authority Harris Co. Payment for an awarded item must be received within 3 business days of close of auction.

Upon the close of all auction items by METRO on a single day, invoices will be emailed to all winning bidders (and is also available under My Account / Invoices / Purchases).

Payment shall be made by electronic check, wire transfer or check by mail. Payment information is available at [www.municibid.com/pay](http://www.municibid.com/pay) and will be included on your invoice and item page. Payments may take 24 to 48 hours to clear once received.

Upon receipt and clearing of payment, your invoice will be updated and marked paid and emailed to you (also available under My Account / Invoices / Purchases).

**Buyers Premium:** A 8% Buyer Premium shall be added to the final sale. The buyer's fee is paid via your credit card on file with your account in a separate transaction from your item(s) payment. A credit card is required for bidding and will only be charged the buyer's fee if you are the winning bidder. The credit card on file is for the buyer's fee only. Credit cards are not accepted for item payment. The buyer's premium is due upon the close of auction and must be paid in full prior to pickup of items from METRO. In the event your bid is rejected by METRO, you will receive a full refund of your buyer's premium.

**Ownership:**

No property may be removed or claimed by the winning bidder prior to making full payment on the awarded auction item. Winning bidders must remove awarded items from METRO premises within 10 business days at the close of auction. Items not removed after the allotted days will revert to METRO ownership. Payments will not be refunded under these conditions. METRO reserves the right to re-auction or award the item to the second highest bidder if unclaimed by winning bidder. Auction participants shall not post or list the same items for sale by any other means before paying for and taking possession/ownership of the items listed for sale by METRO. METRO reserves the right to cancel or suspend the online auction account of any user or bidder at any time for violating applicable laws, ordinances, terms and conditions listed here or for activity deemed unacceptable by METRO.

#### Reproduction of Auction Media:

Bidders are prohibited to reproduce, display or broadcast online auction digital photographs or materials by any means or by using any media to publish/advertise materials without the expressed written permission of METRO. Bidders may reproduce images, photographs or descriptions of property listed on the auction site for personal use only.

#### Shipping:

Winning bidders will be solely responsible for pick-up, shipping arrangements and all costs associated with either method. METRO is not equipped for shipping items (supply of boxes, tape, pallets, packaging, etc). Buyers must arrange for packaging, pickup, insurance, and delivery with a carrier of your choice. METRO will not be responsible for items after buyer or designated shipping firm takes possession.

#### Website Liability:

Items are offered for sale using the services and web site of the online auction services contractor. Under no circumstances will METRO 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.

Links to other web sites or Internet locations from this web site have been provided for your convenience only. METRO does not endorse, sponsor, or approve any of the content of such web sites or locations. If you access any other web site or internet locations through this web site, you do so at your own risk.

#### Auction Contact Personnel:

Property Services Division Manager, Property Services (713)615-6533 or (713)739-4949