

**City of Baton Rouge
Parish of East Baton Rouge**

Online Sales - Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Condition and Location of Property. All property is offered for sale "**as-is, where-is.**" *City of Baton Rouge, Parish of East Baton Rouge* makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability, quantity, kind, character, quality, weight, size, or description of any of the property or its fitness for any use or purpose. Most items for sale are used and may contain defects not immediately detectable.

Inspection. The bidder is invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the places and times specified in the description of the item being sold. In no case will failure to inspect constitute grounds for the withdrawal of a bid. Bidders must adhere to the inspection dates and times indicated in the item description. **At times Inspection days may be waived due to available personnel to attend or for security reasons.** This inspection day waiver will be included in the description of the item(s) up for sale.

Personal and property risk. Persons attending during exhibition, inspection, sale or removal of goods assume all risks of injury, damage or loss to person and/or property and specifically release the *City of Baton Rouge, Parish of East Baton Rouge* and **Municibid** from liability there from.

Consideration of Bid. *City of Baton Rouge, Parish of East Baton Rouge* 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 an invoice for payment by email from **Municibid.com LLC** for the *City of Baton Rouge*.

Payment. Payment in full is due not later than **3 working days** from the date of the end of the auction. An invoice for payment will be sent via e-mail. Payment shall be in the form of Cashier's Check, Certified Check or U.S. Postal Money Order **ONLY**. Checks shall be made payable to: ***Municibid.com LLC, P.O. Box 826469 PHILADELPHIA, PA. 19182-6469*** and postmarked no later the **2 working days** from the date of the invoice for the award. **Please note: It may take 3 to 5 days to process your payment once it is received.**

Salvage Removal Order.

All items must be removed within *timelines established pickup within the auction*. The Salvage Removal Order will be received as a Bill of Sale invoice via e-mail, to the e-mail address provided by user during registration with Municibid and will include available dates, times and the location for items to be removed. Successful bidders are responsible for loading and removal of any and all property awarded to them from the location designated in the Salvage Removal Order. The purchaser will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **City of Baton Rouge, Parish of East Baton Rouge** assume responsibility for packing, loading or shipping. Property **must** be removed by dates established only, excluding legal holidays, as directed in the Salvage Removal Order. All sales are final. Units remaining on site will be subject to a \$25.00 per unit per day storage fee. No exceptions. Strictly enforced.

Vehicle Titles. *City of Baton Rouge, Parish of East Baton Rouge* will furnish/send a title or certificate to the purchaser upon/after purchased auction item(s) have been successfully removed from the auction lot. **Please note: It may take 5 to 10 days to receive your title(s) once the item(s) purchased at auction have been removed. Title(s) will be sent to the address indicated on the Auto Dealer license or Salvor license. "No titles will be sent to a PO Box address".**

Please Note: The City of Baton Rouge, Parish of East Baton Rouge does not sell titled vehicles to bidders residing outside the Continental United States.

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 award and suspension from participation in all future sales. If the purchaser fails in the performance of their obligations, **City of Baton Rouge, Parish of East Baton Rouge** may exercise such rights and may pursue such remedies as are provided by law. **The City of Baton Rouge, Parish of East Baton Rouge** reserves the right to place any default item back into auction without any reimbursement to the successful bidder.

LIMITATION OF LIABILITY.

(a) **The City of Baton Rouge, Parish of East Baton Rouge** shall not be liable for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the sale of property provided hereunder for an aggregate amount in excess of the actual purchase price of the property.

(b) In no event shall the City be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including without limitation, lost profits and opportunity costs). The provisions of this

paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including without limitation, negligence or otherwise).

(c) Nothing herein shall waive or amend any defense or immunity that the City, its officers, agents or employees may have under Louisiana law.

General Release - Visitors

In consideration of permission granted to the undersigned to enter upon the grounds of any City Department, Board or Commission which permission I have requested and which is being given as a courtesy to me and for any benefit only, I hereby agree for myself and for my heirs, executors and administrators that I will and do release and forever discharge: The City of Baton Rouge, Parish of East Baton Rouge (City) and each of them, the employees, officers, agents and representatives of the City from any and all manner of claims, actions or causes of action which I now have or which I or my heirs, executors or administrators hereafter can, shall or may have because of bodily injury or property damage or loss which I may suffer as a result of my presence at any City Department, Board or Commission, whether said injury or damage may be due to the act, omission or negligence of the City, their representatives, or their respective employees, officers, agents or representatives or otherwise; it being understood that I accept full responsibility for the mentioned risk.

I further acknowledge and agree that I will leave the grounds of any **City Department, Board or Commission** on the completion of my inspection/removal or upon the demand of the City, whichever is sooner.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of the *City of Baton Rouge, Parish of East Baton Rouge* may bid on the property listed for auction, so long as they **DO NOT** bid while on duty.

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.