Please note, Buyer must accept the Terms and Conditions before ownership is transferred to the Buyer.

1. Conveyance. For good and valuable consideration in the amount specified on the Bill of Sale the receipt and adequacy of which Seller hereby acknowledges, Seller hereby sells, assigns, transfers, conveys, grants, bargains and delivers to Buyer, the goods as described above ("Goods") and title thereto. Buyer represents that it has had an opportunity to examine the Goods and acknowledges that it will be responsible for removing the Goods entirely from Seller's premises. Buyer acknowledges and agrees that Seller does not hereby grant to Buyer any rights or license in or to intellectual property covering the Goods. Disclaimer of Warranties. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THE BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT.
2. Release of Liability; Indemnification. Buyer (for itself and its servants, agents, students, employees, or other representatives and assigns) hereby releases, waives, discharges and agrees to hold harmless and not to sue Seller, its servants, agents, students, employees, or other representatives and assigns from and against any and all liability resulting from any and all claims, actions, causes of action, demands, damages and expenses, including those arising from Seller's own negligence, which Buyer may have in connection with the receipt and any and all subsequent uses, by Buyer or others, of the Goods. Buyer agrees that in no event will Seller be liable to Buyer for special, incidental, consequential or indirect damages, including lost profits, revenues or business opportunities, caused by any failure, operation or use of the Goods. Buyer shall further indemnify, hold harmless, and defend, including payment of all associated costs and legal fees, Seller, its servants, agents, students and employees from and against any and all liability resulting from any third party claims arising from or related in any way to Buyer's receipt or use of the Goods or Buyer's breach of any representation or warranty made in or of any of its obligations under the Bill of Sale.

3. Removal of Graphics. Unless otherwise agreed to in writing between the parties, the Buyer agrees that it shall, at its own expense, remove all East Prairie School District 73 related visual graphics, signs, and/or images including wrapping from the goods as described above and deemed a condition of the sale, within seven (7) days of taking possession of the goods.
4. Governing Law. The Bill of Sale is governed by, and construed in accordance with, the laws of the State of Illinois, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.
5. Counterparts. The Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.
6. Export Restrictions. Buyer agrees to comply with all export laws, restrictions and regulations of the United States governing or relating to the equipment purchased under the Bill of Sale. Buyer represents and warrants to Seller that Buyer is not procuring the product purchased under this Agreement with the intent to export such product in violation of US export control laws and regulations, and that Buyer is not a national or resident of any country subject to a US embargo, including without limitation Angola, Burma, Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria.
7. Removal. Unless otherwise agreed in writing between the parties, all items will be removed completely by the Buyer from their present location during normal business hours on the date provided above in the Municibid ad. All load out and transportation is provided by the Buyer at its sole expense. Buyer accepts full responsibility for the replacement and/or repair to any District owned property while preparing and transporting the equipment from premises. If item(s) are not received and removed from East Prairie School District 73, after sixty (60) days from the date of the end of Municibid auction the buyer forfeitures all payment(s), and right(s) to the ownership of the unit(s). East Prairie School District 73 reserves the right to retain ownership and resell item(s) unless otherwise agreed in writing between the parties.