

## **Chittenden Solid Waste District**

### **South Burlington, Vermont**

#### **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.**" *Chittenden Solid Waste District* 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.

**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 *Chittenden Solid Waste District* from liability there from.

**Consideration of Bid.** *Chittenden Solid Waste District* reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

### ***LIMITATION OF LIABILITY.***

(a) The Chittenden Solid Waste District 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 District 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).

### **General Release – Visitors**

In consideration of permission granted to the undersigned to enter upon the grounds of any District 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 Chittenden Solid Waste District (District) and each of them, the employees, officers, agents and representatives of the District 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 District Facility whether said injury or damage may be due to the act, omission or negligence of the District, 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 **District Facility** on the completion of my inspection/removal or upon the demand of the District, 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 *Chittenden Solid Waste District* 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.