

Erie Regional Airport Authority
Erie Pennsylvania

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.

All property is offered for sale "as-is, where-is." The Erie Regional Airport Authority 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.

When permitted the bidder is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. Property/listings with viewing options will be available for inspection, date(s), time(s) and location(s) will be specified in the listing. In no case will failure to inspect constitute grounds for the withdrawal of a bid.

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 Erie Regional Airport Authority and Municibid from liability there from.

The Erie Regional Airport Authority reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Payment in full is due not later than 5 working days from the date of the Notice of Award. 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: Erie Regional Airport Authority. Payments must be mailed to 4411 West 12th Street Erie PA 16505 attention Accounts Receivable. Also included with payment should be the notice of award. Please note, it may take 3 to 5 days to process your payment once it is received.

All items must be removed within 10 working days from the date of issuance of the Salvage Removal Order. The Salvage Removal Order will be received via email, to the e-mail address provided by user during registration with Municibid and will include a contact name and number to call to make an appointment to remove your purchased item(s) 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 the Erie Regional Airport Authority assume responsibility for packing, loading or shipping. Property must be removed by appointment only, excluding legal holidays, as directed in the Salvage Removal Order. All sales are final upon removal. Units remaining on site will be subject to a \$25.00 per unit per day storage fee. No exceptions. Strictly enforced.

Titles. Upon receiving notice and processing of payment buyers will have the titles transferred at a local notary service of the sellers' choice.

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, the Erie Regional Airport Authority may exercise such rights and

may pursue such remedies as are provided by law. The Erie Regional Airport Authority reserves the right to place any default item back into auction without any reimbursement to the successful bidder.

LIMITATION OF LIABILITY.

(a) The Erie Regional Airport Authority 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).

General Release – Visitors

In consideration of permission granted to the undersigned to enter upon the grounds of any Airport Authority Department, 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 Erie Regional Airport Authority and each of them, the employees, officers, agents and representatives of the Erie Regional Airport Authority 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 Authority Department, whether said injury or damage may be due to the act, omission or negligence of the Erie Regional Airport Authority, 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 Authority Department, Board on the completion of my inspection/removal or upon the demand of the Authority, 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 Erie Regional Airport Authority 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.