



El Monte Union High School District
Business Services
Purchasing Department
1003 Durfee Avenue
South El Monte, CA 91733

TERMS AND CONDITIONS OF SALE

1. Purchasing Equipment

Prospective Buyers must submit bids only through www.PublicSurplus.com (a web-based auction) very similar to websites such as e-Bay. Bidding instructions may vary by auction.

2. Inspection of Equipment:

The equipment shall be open for inspection before bidding **by appointment only**, and the Buyer shall be deemed to have inspected them. If equipment was purchased without previous inspection, the Buyer shall do so at his/her own risk.

3. Condition of Equipment:

The equipment is sold "as-is, where-is" without guarantee as to their condition and, after acceptance of bids for any or all of the items for sale, no question(s) concerning their condition or the purchase price will be entertained. For any equipment sold and intended for re-use, the Buyer shall be deemed to have satisfied him/her-self as to the condition thereof. The Buyer also shall ensure that all markings indicating previous ownership are removed from the equipment.

4. Risk:

The equipment shall be, and remain in every aspect at the risk of the Buyer beginning with the acceptance of the bid, and El Monte UHSD also known as the "District" shall not be under any liability for the safe custody or preservation of the equipment thereafter. If the Buyer removes the equipment before the expiration date of such period, then as from the time of such removal, the risk in such equipment so removed shall pass to the Buyer and the District shall be relieved from all further liability in respect to this equipment.

5. Payment:

Payment in full shall be made via PublicSurplus only prior to collection of equipment.

6. Removal:

Upon confirmation of receipt of payment, the Buyer may contact the District to coordinate collection of equipment. Equipment must be removed by, and at the expense of the Buyer, within three (3) business days from the date of payment, at such time as may be mutually agreed between the Buyer and the District. The site is to be left in a clean and tidy condition.

7. Failure to Remove the Equipment:

If the Buyer, having paid the full amount of the purchase price, fails to remove all the goods within five (5) business days from the date of payment, the District may, on giving five (5) days notice to the Buyer,



make a charge for removing the equipment(s), all of which charges shall be paid before the equipment is removed by the Buyer and the District may re-sell, or attempt to re-sell, the equipment, and retain out the proceeds the cost of such re-sale, and any attempted re-sale, and any changes for removal, any balance remaining of the monies received in respect of such re-sale shall, after payment of such costs, charges and expenses, be paid or allowed to the original Buyer.

8. Warranty:

No Warranty is given or implied.

9. Accidents and Damage:

The Buyer shall pay the District any loss or damage suffered by the District arising out of any negligence of the Buyer, his agents or employees, arising from the re-sale of the equipment, and the Buyer shall indemnify (reference Indemnity Clause to be signed by Buyer) the District in respect of all claims, demands, proceedings and costs arising from the death of, injury to, or damage suffered by, any third party, due to negligence of the Buyer in the course of, arising of the removal of the equipment.

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