

Bridgewater Township

Bridgewater, New Jersey

Online Sales - Terms and Conditions

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

Guaranty Waiver. All assets are offered for sale **“AS IS, WHERE IS.”** **Bridgewater Township (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. **Seller** warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the **Seller** and GovDeals from liability therefore.

Right to Re-Auction. In certain circumstances there may be a need to re-auction an item listed for sale. Some reasons for this may include, but are not limited to a reserve not being met, a default by a winning bidder, or discovery of misrepresentation in the description of an item. In the event this does happen the item may not necessarily be advertised again, but all bidders and bid watchers for that particular item will be automatically notified by email of the change in auction date and time.

Consideration of Bid. **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from **GovDeals** as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed. Payment.

Payment. Payment in full is due not later than 5 business days from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment

terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers are subject to State and/or local sales and/or use tax unless they provide a proper exemption certificate. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

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 assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the Seller may bid on the property listed for auction, so long as they do **NOT** bid while on duty.

BRIDGEWATER TOWNSHIP SALE OF SURPLUS ITEMS

ID #	MODEL	VIN	DESCRIPTION
1980	Gravely 5660 Walk Behind Mower	9187560	Engine won't start and not needed for use
1980	Gravely 5665 Walk Behind Mower	516378	Engine won't start and not needed for use
1989	Dresser TD7G Bulldozer	4410023K005375	No longer of use
2000	Ford E-350 Passenger Van	1FBSS31F9YHA32213	Rusted Frame
2000	New Holland 675E 4x4 Backhoe	31022950	Hydraulic issue
2002	Ford F-250 w/ Utility body	1FTNF21F52EB91696	Body rusted out, missing parts
2002	Ice-O-Way 8ft. Stainless Steel Spreader	20150	Replaced with new spreader package
2003	GMC P-31442 Van w/ Sewer Camera	5B4KP42R433374840	Replaced with new truck
2003	Ice-O-Way 8ft. Stainless Steel Spreader	21085	No longer used in pick-up trucks
2004	Ice-O-Way 8ft. Stainless Steel Spreader	20763	No longer used in pick-up trucks
2004	Johnston 605 Sweeper on Freightliner FC 80 Chassis	1FVAB6BV14DN10709	Replaced with new sweeper
2005	Ford F-550 S.D. Mason Dump	1FDAF57P45EA38405	Frame rotted out
2007	Ford F-350 Mason Dump	1FDWX37PX7EB11481	Frame rotted out

2007	Ice-O-Way 8ft. Stainless Steel Spreader	HS0819SS	No longer used in pick-up trucks
2007	Ford F-150 Pick-up	1FTRF14W77KD19646	Body rusted out
2008	Ford F-250 S.D. Diesel	1FDSX21R18EC87467	Engine problems
2011	Ford Crown Vic	2FABP7BV5BX107979	Frame rusted out
2013	Chevrolet Caprice	6G1MK5U23DL828757	Bad motor/engine
2014	Chevrolet Caprice	6G3NS5U26EL950509	Bad motor/engine