

Incorporation by Reference of User Agreement. This [User Agreement](#) is specific to this auction and supplement our standard User Agreement applicable to all bidders on our marketplace. You hereby acknowledge and agree to the most recent User Agreement which are hereby incorporated by reference into these Terms and Conditions specific to this auction. In the event of a conflict between these Terms and Conditions specific to this auction and our standard User Agreement, these Terms and Conditions shall have control. A link to our most current version of User Agreement can be found at the bottom of the page and on the Site Map which can be accessed at the bottom of each page on our marketplace website.

Metropolitan Government of Nashville and Davidson County, Nashville, Tennessee

ONLINE AUCTION - TERMS AND CONDITIONS

- ❖ These Terms and Conditions may change at any time without notification. Some auctions will have additional special instructions located in the description. These are additional terms and conditions with which bidders agree to comply.
- ❖ Bidder/ Purchaser must be in good standing with the Metropolitan Government of Nashville and Davidson County (Metro). All bidders and other participants of the online auction process agree that they have read these Terms and Conditions and fully understand and agree to be bound thereby.
- ❖ Bidder/ Purchaser must be of legal age (18 years old) to submit a bid and enter into a contract with Metro.
- ❖ All assets are offered for sale “AS IS, WHERE IS.” Metropolitan Government of Nashville and Davidson County (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 monetary damages – special, direct, indirect or consequential.

- ❖ Every effort will be made to accurately describe the items offered for sale. However, the bidder is cautioned that the items presented are used and may contain defects not immediately detectable. Items are available for public inspection prior to your bidding. Please use your best judgment when bidding.

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.

- ❖ The measure of Metro's liability, in any case where liability of Metro to the Buyer has been established, shall not exceed refund of such portion of the purchase price as received by Metro.
- ❖ Metro reserves the right, at its absolute discretion, to reject any and/or all bids considered as not in its best interest. Metro also reserves the right to withdraw an item at any time – including during, or after the bidding process.
- ❖ Metro reserves the right, at its absolute discretion, to rescind an award when Metro determines that such award was made in error or as the result of technical problems with the electronic process. Metro Government has the right to re-post any auction (open/closed) due to technical problems with the electronic process for a time period not less than 24 hours.
- ❖ Metro reserves the right to refuse any and all bids and/or awards.
- ❖ Only after full payment has been received can your merchandise be claimed at the eBid Auction Surplus Warehouse or other designated location. 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.
- ❖ 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.
- ❖ Items must be paid within five (5) Metro business days from the date of the winning auction. Items must be claimed within ten (10) Metro business days from the date of the winning auction. If Items are not paid for and claimed within the time period as stated above, Metro reserves the right to resell, in its sole discretion, any such items.
- ❖ If you are the purchaser of an auctioned item and someone other than yourself will be picking up the item, you must print, complete, and send the Property Release Form along with a printed copy of your Bill of Sale with your authorized agent. Persons that have been disabled from the eBid system for any reason will not be allowed to claim items for another buyer. A disabled user cannot be

named as the buyer's agent on the Property Release Form. Bidder/ Purchaser or agent must provide a valid form of identification for verification to claim purchased items.

- ❖ For items paid and not claimed, storage fees may apply.
- ❖ On Metro purchased vehicles, good and marketable titles will be issued when the vehicle is paid for, in full. Vehicles must be picked up in Nashville, Tennessee. Open TITLES cannot be issued. Titles may be subject to restrictions as indicated in the asset description on the website.
- ❖ 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.
- ❖ Bidder is not an employee of Metro that has any direct involvement with the disposition of Metro surplus property, nor is the bidder the supervisor of such an employee or a person living in either such an employee's or supervisor's household. Bidder is not an employee of Metro that has personal or first-hand information regarding the condition of any item available for auction, nor the bidder supervisor of such an employee or a person living in either such an employee's or supervisor's household. Personal or first-hand information includes knowledge of an item's condition beyond that acquired through the same pre-bid inspection available to the general public.

Metro employees are not allowed to bid on items originating from the department in which they are employed.

It is policy that General Services employees are not allowed to participate in, bid on, or purchase any online auction items surplus by the department of General Services.

It is policy that the Metro Nashville Police Department employees are not allowed to participate, bid on, or purchase anything offered on Metro's online auction site.

- ❖ Defaulting 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. Defaulting 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.
- ❖ Bidders may be barred from participation in Metro sales for any of the following:
 - Failure to observe these Terms and Conditions
 - Failure to make good and timely payment for the item(s) awarded.
 - Failure to claim purchases.
 - Intentional disruption of the auction process.

- ❖ 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.

