**City of Cordova, Alaska Online Sales Terms and Conditions.**

**Guarantee Waiver:** All property is offered for sale as is, where is. The City of Cordova, AK “(City”) 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 Warrants**: The City warrants to the Buyer that property offered for sale will conform to the description, Any claim of non-conformity to the description must be made prior to the removal of the property. If the City confirms that the property does not conform to the description, the City will keep the property and refund any money paid. The liability of the City will not exceed the actual purchase price of the property.

**Inspection:** Items offered for sale are used and may contain defects that are not immediately detectable. Bidders are strongly encouraged to inspect the property prior to bidding, Bidders must adhere to the inspection dates and times indicated in the auction and contact the person listed to schedule an appointment for inspection.

**Consideration of Bid**: At any time, the City reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

**Notice of Award**: Successful bidders will receive a Winning Notice on Auction by email from PublicSurplus.com.

**Payment**: Payment for an awarded item must be received within five (5) business days after the Winning Notice on Auction of the successful bid. Payment may only be made online by Credit Card, or by Wire Transfer, depending on total amount due.

No Cash, Checks or Money Orders will be accepted. PayMac, a third-party payment processing company, receives and processes ALL payments for the City.

Partial payments are NOT allowed. All auctions must be paid-in-full by the specified payment process depending on sale amount.

**The Credit Card payment limit per transaction is $2,000.00, for transactions over $2,000.00 a Wire Transfer payment must be made.**

Instructions on how to complete either method of payment us detailed in the Winning Notice Auction email. (Note: International Wires or ACH Payments will not be accepted). For questions on payment processing contact Public Surplus at [buyersupport@publicsurplus.com](mailto:buyersupport@publicsurplus.com) or call 801-932-7000.

**Bid Deposits**: The City may require bid deposits in order to ensure fairness to all bidders. The deposit will be reversed if no default occurs, or the bidder does not win the auction. The deposit will be retained if the winning bidder defaults.

Buyers Premium: A Buyer’s Premium of 10% will be added to the final sale price with a $1 minimum charge per auction to collect payment. If added, the premium will be visible during the bidding process and will ne included in the payment required.

**Receipt of Payment**: Once payment has been posted or cleared you will receive an Auction Payment Confirmation via email, this serves as your “receipt” for the purchase. Save this email, as it allows the City to know that your payment has cleared and allows the pick-up process to begin. The auction payment confirmation email (“receipt”) is required as proof of payment and must be presented to pick up the auction items. Please make sure you adhere to the City’s terms and conditions and pick up your items in a timely manner.

**Pick-Up and Removal**: Winning bidders must provide the Notice of Winning Bid (email), the Auction Payment Confirmation (email), and a legal picture ID (e.g., a driver’s license or passport) at the time of item removal. No items will be released without this documentation.

Buyers MUST remove item(s) from City premises within 5 business days of notification by Public Surplus of receipt of payment, unless prior arrangements have been requested and allowed. Pick-ups must be scheduled with the auction contact’s noted hours, at the location specified in the auction; generally, between 8am to 4pm Alaska Time, Monday through Friday. All packaging, moving, loading, or shipping of an item will be the responsibility and sole expense of the winning bidder. The City assumes no responsibility for the removal of an item and will not assist with any aspect of packaging, moving, loading, or shipping any item. The winning bidder will be responsible for reimbursement to the City for any damage to City property resulting from the removal of any purchased item. City personnel are not available to assist in troubleshooting of purchased item(s). No maintenance will be allowed on City property.

**Third-Party Pick-Ups**: Authorization for third-party pick-up will be allowed by the City on a case-by-case basis. If a third-party pick-up is requested, the bidder must send an email to the auction contact requesting authorization for third party pick-up. The request must state the full name and contact information of the third party, be dated, and signed by the winning bidder. The third party must present the Notic of Winning Bid email, the Paid Receipt, and a legal picture ID with them when retrieving the property. No items will be released without this documentation.

**Vehicles Titles**: Unless other arrangements for pick-up are approved, the City will only issue a title or certificate upon receipt of payment and once the vehicle is physically picked up from its designated point of sale location. Titles will be made available when the vehicle is picked up. If removal is scheduled with a third party, titles will be mailed to the Buyer on record. Titles may be subject to any restrictions as indicated in the item description. Open titles cannot be issued. The City will not issue replacement titles.

**Default:** Default will 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 bid 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, the City may exercise such rights and may pursue such remedies as are provided by law. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the City reserves the right to: (1) retain any and all payments, and (2) dispose of the item(s) as deemed desirable by the City.

A**cceptance of Terms and Conditions**: By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay for and remove the property, if the bid is accepted by the times and dates specified.

All sales are final.