

Guarantee Waiver. All property is offered for sale "as-is, where-is." **Gilbert Public Schools** 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. **Gilbert Public Schools** warrants to the Buyer that the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If **Gilbert Public Schools** confirms that the property does not conform to the description, **Gilbert Public Schools** will keep the property and refund any money paid. The liability of **Gilbert Public Schools** shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed to schedule an inspection.

Consideration of Bid. **Gilbert Public Schools** 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 Notice of Award by email from PublicSurplus.com

Payment. Public Processing, LLC, a third-party payment processing company, receives all payments for **Gilbert Public Schools**. Payment for an awarded item must be received **within five (5) business days** after the Notice of Award of the successful bid. A 10% surcharge will be added to the successful bid and is paid by the bidder.

Payment may only be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.** If you choose to pay with a credit card, please follow the instructions below. The credit card limit per transaction is \$4,000.00. For payments larger than this amount, follow the instructions listed under Wire Transfers.

Payment by Credit Card

Login to the Public Surplus site. Click on "**My Stuff**" and then click on "**Past Bids**". Click on the description of the auction and then click on "**Pay Online**" link located on the right hand side of the screen. Follow the steps to complete the transaction. A receipt will be emailed to you once the payment has cleared.

Partial Payment

There will be **NO** partial payments allowed for an auction. All auctions must be paid in full according to the specified payment process. For example, you **WILL NOT** be able to pay partially for an auction by Credit Card and pay the remainder by another payment method, such as a wire transfer.

Wire Transfers:

For payments over \$4,000.00, a Wire Transfer is required. If you need to do a wire transfer, please email support at buyersupport@publicsurplus.com asking for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to allow for prompt payment.

Pick-Up Procedures

1. You will be notified upon receipt of payment. You may then contact the responsible party listed for the auction item and arrange for a mutually convenient pick-up time. You must bring to the pick-up location (1) the "Notice of Award," (2) the "Paid Receipt" and (3) personal identification (such as a Driver's License). **You must present all three identification items at the scheduled pick-up, or the auction item(s) will not be released to you.**

2. If you are picking up an item for someone else, you will need to bring the Notice of Award and the Paid Receipt (photo copies are acceptable), plus a note from the designated "winning bidder" specifically naming you as authorized representative, along with your own personal identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder's e-mail address used for the auction stating that you are authorized to pick-up the item.

Bid Deposits. *Gilbert Public Schools* 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 Buyers Premium may 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 be included in the payment required.

State/Local Sales and/or Use Tax. *Gilbert Public Schools* may collect sales tax, unless the Buyer has provided a valid tax-exempt certificate to *Gilbert Public Schools* prior to payment. If applicable, the sales tax will be visible during the bidding process and will be included in the payment specified.

Removal. Buyer must remove auction item(s) from the agency's premises **within ten (10) business days** after the time and date of issuance of the Notice of Award. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or otherwise. Successful bidders are responsible for packing, loading, removing and transporting of all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer must make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Gilbert Public Schools** assume responsibility for packing, loading or transporting. For additional information, please contact **Kent Rawlinson, (480) 497-3492, kent.rawlinson@gilbertschools.net**.

Vehicle Titles. **Gilbert Public Schools** will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Gilbert Public Schools** will not issue replacement titles.

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 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, **Gilbert Public Schools** may exercise such rights and may pursue such remedies as are provided by law.

Acceptance 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 dates and times specified.