

Town of Camp Verde Auction Information

The Town of Camp Verde uses the web site www.publicsurplus.com (Public Surplus) to auction surplus property. Public Surplus is designed specifically for public agencies throughout the United States and Canada to manage their entire surplus inventory. Because the auction is web based, bidders have the opportunity to search for items 24/7. The site offers buyers ease of use and assures sellers compliance with state and local policies.

How to: Register to use the Public Surplus website.

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| <ul style="list-style-type: none">• Log on to www.publicsurplus.com |
| <ul style="list-style-type: none">• On the left side of the screen under “Register to become part of Public Surplus” click on REGISTER |
| <ul style="list-style-type: none">• Complete the box labeled “Information About You”– make sure you read the Important information box. Public Surplus will send you a text or call you (the choice is yours) to confirm your phone number. Next you will be asked to provide a “Desired Username and Password” |
| <ul style="list-style-type: none">• Click Next Step to take you to the Buyer Agreement. This explains the use of the site, services, bidding and purchasing, payment, compliance, liability, termination or suspension. Please make sure you read and understand this statement. If you have any questions about this agreement you may contact Public Surplus via the “Chat” link at the top, on the left of the page. You must agree to the terms of use to become an eligible bidder. |
| <ul style="list-style-type: none">• Clicking on Next Step will take you to “Review you Information”, make sure all information is correct. |
| <ul style="list-style-type: none">• The Register button will release your information to Public Surplus. Shortly after that you will receive either a text or phone call to confirm your registration. Once you are registered, you may start bidding on any auction. You will find auctions for the town (see Browse Auctions within area on the right side of the page) under Arizona, we are listed alphabetically as Town of Camp Verde. |

If you have questions about the website, how the bidding and payment process works, or searching for items, etc. the “**Help**” link at the top left corner of the page will provide explanations. Topics include bidding as well as tools that will help you to find items you may be looking for. The Home page of Public Surplus allows you to enter specific searches and browse auctions within regions, towns, and agencies. The site will send an email notification if an item you are looking for comes available.

If you bid on items from another agency, review their policies regarding payment, shipping, pick-up etc. if you have questions about procedures contact that agency about doing business with them prior to bidding and committing yourself to a purchase. Copies of the Terms and Conditions posted on Public Surplus for The Town of Camp Verde are attached.

Public Surplus collects all payments for the Town, you will pay taxes and a processing fee; Camp Verde does NOT process payments. Once you have paid for your item, the web site is updated; you are ready to pick up your purchase.

SALE OF EQUIPMENT AND/OR VEHICLE(S) THE TOWN OF CAMP VERDE, AZ

TERMS AND CONDITIONS

Condition of Sale: The sale of Town equipment and/or vehicle(s) is in an **As-Is, Where-Is** condition, with all faults and without warranty. The description of the equipment and/or vehicle(s) offered for sale has been compiled from data available but there is no guaranty or warranty on the part of the Town as to condition, description of the equipment and/or vehicle(s) or quality. The Town reserves the right to withdraw any equipment and/or vehicle(s) being offered for sale.

All costs associated with sale of the equipment and/or vehicle(s), including but not limited to loading, freight, insurance, shipping of equipment and/or vehicle(s), and taxes are the successful Bidder's responsibility.

The sale of the equipment and/or vehicle(s) will be to the highest Bidder. There shall be no refunds or adjustments on the successful Bidder's price. All sales are final.

Errors & Omissions: The Town is not responsible for any omissions or errors in the description of the equipment and/or vehicle(s) offered for sale. It shall be the Bidder's responsibility to inspect and satisfy himself/herself as to the details and conditions of material offered.

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 equipment and/or vehicle(s) description and contact only the person(s) listed to schedule an inspection.

Bids: The Town reserves the right to withdraw any equipment and/or vehicle(s) from the sale up until the time the sale of the equipment and/or vehicle(s) is awarded.

Award of Sale Item: At the time the Bidder places a bid on an item, a legally binding contract is established between the Town of Camp Verde and the Bidder. The Town of Camp Verde will pursue legal remedies allowed by law against any Bidder who fails to make the required payment.

Notice of Award: Successful bidders will receive a Notice of Award by email from PublicSurplus.com

Payment Terms: Public Processing, LLC collects all payments for The Town of Camp Verde. Payment for an awarded item must be received within five (5) business days of close of auction. Payment shall be made online by credit card, or wire transfer. 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. We accept all major credit cards.

- **Partial Payment**

There will be NO partial payments of an auction allowed. All auctions must be paid in full per payment process used per auction. For example: You WILL NOT be able to pay partially for an auction by credit card and pay the remainder by wire transfer.

- **Wire Transfers:**

For payments over \$4,000.00 a wire transfer is required. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.**

If you need to do a wire transfer please call 801-932-7000 and ask for Buyers Support to work out the details for this transaction

Public Surplus will notify you upon receipt of payment. You may then contact the responsible party listed for that item and arrange for a mutually convenient pick up time. **You will need to bring the Notice of Award and the payment receipt, along with your ID, or the auction item(s) will not be released to you.** If someone other than yourself is picking up your item, they will need all of information listed and a note from you specifically naming your delegate as your authorized representative, along with your own ID.

Taxes: Any and all taxes, federal, state and local, due on the sale of the equipment and/or vehicle(s) shall be paid by the successful Bidder. Currently, that amount is 10.00%. Buyers that are exempt from Transaction Privilege (Sales) Tax must present a completed Exemption Certificate – General Form 5000 (Sales to a Business, Native Americans, Government Entity or Nonresidents) at the time of payment. Failure to provide a complete and valid form at the time of payment will subject the Buyer to all applicable sales tax. All sales are final, no refunds or adjustments will be made.

Buyers Premium: A ten percent (10%) Buyers Premium shall be added to all purchases made with a \$1.00 minimum charge per auction to collect payment. The surcharge is the cost to the Town for the utilization of the third-party Web site provider. The Buyer shall add and include the surcharge amount when making payment.

Removal: All items must be removed within five (5) calendar days from the time and date of issuance of the Notice of Award. Purchases will be released only upon notification to the Town of receipt of payment by Public Surplus as specified. *Successful Bidders 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 Notice of Award. Under no circumstances will the Town of Camp Verde assume responsibility for packing, loading or shipping. Property may be removed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday, excluding legal holidays. For additional information, please contact Deborah Ranney, auctions@campverde.az.gov* Allow sufficient time to load items into vehicles before close of business

Shipping: All items sold must be picked-up at the location noted on the website and the Notice of Award. *The Town is not equipped to ship items, or prepare items for shipping.* Winning bidders will be solely responsible for pick-up or shipping arrangements, and all associated costs. The Town will not be responsible for items after Buyer, or designated shipper, takes possession.

Failure To Pick-up: Property paid for but not picked-up by the original Bidder shall be held for 30 days. The Town may assess a storage fee during this time, which the Bidder will be responsible for paying in order to release the stored item(s). In the event the 30 days storage period passes, the Town reserves the right to dispose of the item. Any excess monies received by the Town are deemed consideration for the time and costs necessary to dispose of the item.

Vehicle Titles: The Town of Camp Verde 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. The Town will not issue replacement titles.

Default Buyers: Any Bidder who fails to pay for an awarded auction or fails to pick up property that has been awarded and paid for shall not be allowed to bid on future auctions with the Town of Camp Verde. In addition, the Town of Camp Verde reserves the right to block Bidders from participating in Town auctions if they have defaulted on auctions with other public entities. Bidders will be blocked by username, registered name and registered email address. Blocked bidders shall not be allowed to bid on, pay for or pick-up any auction item.

Withdrawal: The Town of Camp Verde reserves the right to withdraw any item from the sale up until the time the sale of the item is awarded. The Town of Camp Verde reserves the right to set a minimum bid on any item.

Indemnification: Buyers agree to indemnify and hold harmless the Town for any and all damages, claims, or liability of any nature or kind in the sale of, or the Buyer's use of, the property. The Buyer, its predecessors, successors and assigns hereby release, relinquish and discharge the Town, its former, present and future agents, employees, officers, officials and legal representatives (collectively known as "the Town") from any liability arising out of the sale and/or concurrent negligence of the Town for any injury, including death or damage to persons or property, where such damage is sustained in connection with, or arising out of, the sale or use of Town-owned property.

Liability: The successful Bidder shall assume all liability for the equipment and/or vehicle(s) after the award is made, and the Town is not responsible for any loss or damage to the equipment and/or vehicle(s) upon sale. The equipment and/or vehicle(s) shall not be removed from the possession of the Town prior to full payment.

Acceptance of Terms and Conditions: By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified.

Applicable Law: Any contract resulting from the bid for the equipment and/or vehicle(s) will be governed by the laws of the State of Arizona.