



TERMS AND CONDITIONS

Online Sales – Terms and Conditions - All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale “**AS IS, WHERE IS.**” **Barrow County Board of Commissioners (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 that 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 that the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of **Barrow County Board of Commissioners** shall not exceed the actual purchase price of the property. Please note that 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.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding; however, bidders must adhere to the inspection dates and times indicated in the item description.

Consideration of Bid. **Barrow County Board of Commissioners** reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer’s Certificate. Successful bidders will receive a Buyer’s Certificate by email from **GovDeals**.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyer’s Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Debit Cards (\$1.00 Convenience Fee to Be Added)
- Credit Cards (\$3.50 Convenience Fee to be Added)



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Checks shall be made payable to: **Barrow County Board of Commissioners**. Payments shall be made at the Financial Administration Office, Barrow County Board of Commissioners, 233 East Broad Street, Winder, Georgia 30680 as listed on the Buyer's Certificate.

Escrow Payment. Escrow payments will not be required for this auction.

Removal. All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and 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 **Barrow County Board of Commissioners** assume responsibility for packing, loading or shipping. Property may be removed between the hours of **9:00 a.m. and 3:00 p.m., Monday through Friday**, excluding legal holidays. A daily storage fee of \$10.00 may be charged for any item not removed within the specified time stated on the Buyer's Certificate.

Vehicle Titles. **Seller** 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. **Barrow County Board of Commissioners** 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 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 Buyer by the pickup deadline.**

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. These Terms and Conditions are displayed at the top of each page of each item listed on [GovDeals](#).

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

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



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Additional Information. For additional information, please contact Cissy Greeson – Email: cgreeson@barrowga.org – Phone: 770-307-3000, Ext. 3113.