

ACCEPTANCE OF TERMS AND CONDITIONS

By participating in this auction, bidder/buyer agrees to the terms and conditions detailed below. Please do not bid until you have read, understood and agree to these terms. Assumptions can be costly with respect to government-run auctions. A disappointed Purchaser shall have no recourse against the City and County of Denver, its Officers, Agents or Employees for financial losses attributed to the Purchaser's failure to follow the City and County of Denver's General Sale Terms and Conditions set forth herein.

GUARANTY WAIVER

All surplus property offered for sale by the City and County of Denver is sold "AS IS, WHERE IS." The City and County of Denver makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, 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.

NO WARRANTY

Descriptions of items being auctioned are believed to be correct and based on the best available information. However, neither the descriptions provided, including, but not limited to, manufacturer's name, model numbers or physical characteristics, nor any oral statements made by the City and County of Denver concerning any item shall be considered a warranty, express or implied. The City and County of Denver is not responsible for any omissions or errors in the description of items being offered for sale. All sales are final. Under no circumstances will a refund or adjustment be made due to the property failing to meet buyer's expectations.

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. Buyer is responsible for inspecting items offered and all bids must be based solely on the buyer's personal inspection and evaluation of the item. Submission of a bid will be prima facie evidence that the bidder/buyer did, in fact, make an inspection and is aware of all conditions affecting performance and bid pricing. No claim shall be considered for allowance or adjustment or for rescission of the sale based on failure to inspect the property.

ASSUMPTION OF LIABILITY

Buyer shall assume all liability for the property after award is made. The City and County of Denver will exercise its usual care for protection up to the time of removal, but will not be responsible for any loss or damage.

PERSONAL AND PROPERTY RISK

Buyer agrees for and on behalf of buyer, buyer's heirs, successors and assigns that buyer shall indemnify and hold the City and County of Denver harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell any item including claims for personal or bodily injury, death or contract damages. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release and indemnify the City and County of Denver from liability therefore.

CONSIDERATION OF BID

The City and County of Denver, at all times, reserves the right to accept or reject any or all bids and to add to or remove from items currently scheduled to be auctioned if in the best interests of the City and County of Denver and re-offer the items at public auction; written, sealed or phone bids; or retain the item(s) for use by the City and County of Denver.