

**Department of General Services**  
**PURCHASING DIVISION**  
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**City and County of Denver**  
Purchasing Division  
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### **Abandoned/Confiscated Vehicle Online Sales - Terms and Conditions**

1. All vehicles are offered for sale "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 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.
2. The City and County of Denver does NOT evaluate the condition of abandoned/confiscated vehicles at any time. Vehicle conditions are unknown. The City and County of Denver makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition or safety or equipment or mileage of any vehicle sold or offered for sale at auction. All sales are final. Under no circumstances will a refund or adjustment be made due to the property failing to meet buyer's expectations.
3. Inspections limited to online pictures and descriptions only.
4. The City and County of Denver reserves the right to accept or reject any and all bids and to withdraw from sale any of the items listed.
5. All sales are online payment only. Buyer must work with auctioneer for acceptable form of payment.
6. All vehicles must be towed off City property. NO EXCEPTIONS!!!
7. City issues only a Bill of Sale and three supporting documents for the sale of abandoned/confiscated vehicles. Bill of Sale and documents provided fulfill the requirements of the State of Colorado only. Out-of-state requirements are not known.
8. Title is not guaranteed on any abandoned/confiscated vehicle sold. Acquisition of title is between the buyer and the State of Colorado. Buyer must apply for title in their county of residence.
9. All abandoned/confiscated vehicles are sold as "tow-aways" and without an emission test or 45-day permit. It is the responsibility of buyers in the Colorado program area to comply with the emission requirements prior to registering the vehicle. A document regarding emissions is attached to the paperwork of each abandoned/confiscated vehicle sold. Be advised that Colorado Motor Vehicle will NOT issue temporary permits for vehicles sold as "tow-aways."
10. To our knowledge the State of Colorado will require two forms of secure and verifiable identification from any buyer who wishes to obtain a Colorado title for a motor vehicle. This means that any individual named as "Buyer" on the Bill of Sale must provide acceptable IDs to the Department of Motor Vehicles in their county of residence when they apply for title.

11. Some vehicles are designated as "Rebuilt from Salvage". Please check State of Colorado requirements regarding said designation to ensure compliance with all conditions of this designation. If the vehicle is designated as "Rebuilt from Salvage", this information will be posted on the online auction listing. Buyer will sign a document acknowledging awareness that the vehicle purchased is "Rebuilt from Salvage".
12. Some vehicles are designated as "Salvage". Please check State of Colorado requirements regarding said designation to ensure compliance with all conditions of this designation. If the vehicle is designated as "Salvage", this information will be posted on the online auction listing. Buyer will sign a document acknowledging awareness that the vehicle purchased is "Salvage".
13. Some vehicles are designated as "JUNK" or "FOR PARTS ONLY". No Colorado title or salvage receipt/title will be issued for these vehicles and they must be junked or dismantled only. If the vehicle is designated as "Junk" or "For Parts Only", this information will be posted on the online auction listing. Sales taxes will be collected on vehicles sold as "JUNK" or "FOR PARTS ONLY".
14. Some vehicles are designated as a "Seizure". "Seizure" vehicles will have persons prohibited from purchase or anyone on his/her/their behalf may NOT bid upon nor attempt to purchase the vehicle. If the vehicle is designated as a "Seizure", this information will be posted on the online auction listing. **Buyer shall be required to sign a document acknowledging awareness of this prohibition and vehicle shall not be released without buyer signature of purchase compliance.**
15. Odometer disclosures are only required for vehicles with a model year 2011 or newer. Vehicles with a model year of 2010 or older are exempt from odometer disclosures and mileages will not be obtained.
16. Keys found within any vehicle are not guaranteed to fit the ignition and/or the trunk of the vehicle from which they were pulled. If a key was found, it will be posted on the online auction listing. Buyer will receive the key(s) at the time of pickup.
17. If an ignition key is found, an attempt to start the vehicle will be made. If the vehicle starts, this information will be posted on the online auction listing. This is for informational purposes only and is not a guarantee that the vehicle will start for the buyer or that the vehicle will move.
18. Persons removal of goods, assume all risks of damage or loss to person and property and specifically release the City and auction firm from liability. Therefor, neither the City, nor the auction firm, nor its principal(s), shall be liable by reason of any defect in, or condition of premises on which auction is held.
19. Removal is between the hours of 8:30 AM to 3 PM--NO EXCEPTIONS!!! Any vehicles left in the auction yard or unattended along adjacent streets will be towed and impounded, and all related charges will be assessed against the vehicle.
20. No persons under the age of 18 may be present in the impound yard before, during or after removal.
21. All items found within vehicle are the property of the buyer. Buyer must take all contents of the vehicle.

22. 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 will result in suspension from participation in all future sales. If the Buyer fails in the performance of their obligations, the City and County of Denver may exercise such rights and may pursue such remedies as are provided by law.
23. 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.