



**Board of County Commissioners  
of Richland County, Ohio  
Mansfield, Ohio**

**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.**” The **Board of County Commissioners of Richland County, Ohio (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 the **Board of County Commissioners of Richland County, Ohio** shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

**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. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

**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 assets 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 asset description. See instructions on each asset page for inspection details.

**Consideration of Bid.** The **Board of County Commissioners of Richland County, Ohio** 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**.

**Buyers Premium.** If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

**PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.**

**Removal.** All assets must be removed within **ten (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 of 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 **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and 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 **GovDeals** website. Open titles cannot be issued. The **Board of County Commissioners of Richland County, Ohio** 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. **Seller reserves the right to reclaim and resell all items not removed by Buyer at the end of the removal date.** 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.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. The **Board of County Commissioners of Richland County, Ohio** is not responsible for collection of taxes. 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 **Board of County Commissioners of Richland County, Ohio** may bid on the property of **Board of County Commissioners of Richland County, Ohio**, provided that they do not bid while on duty. Any officer or employee participating in the determination of certain property as surplus shall not submit a bid for its purchase.