



**LINN STATE TECHNICAL COLLEGE**  
**LINN, MO 65051**  
**General Sales Terms and Conditions**

**All bidders and other participants of this sale agree that they have read and fully understand these terms and agree to be bound thereby.**

**1. Inspection**

Bidders are invited, encouraged and cautioned to carefully inspect property offered in the Invitation prior to submitting bids. Property will be available for inspection at the location and times specified in the Invitation. Failure to inspect the property shall not constitute grounds for a claim or for the withdrawal of a bid after the auction's close. If you have questions regarding bid item inspection times or to schedule an inspection, please contact Jeff Fletcher at **(573) 897-5126** office – **(573) 897-4656** fax or e-mail: [jeff.fletcher@linnstate.edu](mailto:jeff.fletcher@linnstate.edu)

**2. Condition of Property**

All property listed in the Invitation is offered for sale "As-Is". Linn State Technical College makes no warranty, expressed or implied, as to the completeness, kind, character, or quality of any of the property, or its fitness for any use or purpose.

**3. Payment**

The successful Bidder agrees to pay for all property awarded to him/her in accordance with the prices quoted in his bid. Successful Bidders will have five (5) calendar days from the close of auction to pay for all property in full. All property bid on and awarded must be paid in full prior to delivery of any of the property. Full payment may be made by Cash, Cashier's Check or Money Order made out to the Linn State Technical College (LSTC).

All payments "mailed" should be addressed to:

Linn State Technical College  
Attn: Cashier  
One Technology Drive  
Linn, MO 65051

Linn State Technical College assumes absolutely no responsibility or liability for the untimely delivery of Payment by any public (not-for-profit) or private (for-profit) carrier (including the U.S. Postal Service).

**Indebtedness**

Purchasers of surplus personal property must make arrangements to pay promptly all amounts administratively found to be due Linn State Technical College arising out of their prior purchase of surplus personal property. Failure to pay any such amount due upon demand will be cause for rejection of all future bids until such time as the debt is paid.

**4. Title**

Ownership to personal property shall be transferred to the Purchaser when full and final payment is made.

**5. Delivery, Loading, and Removal of Property**

All items must be removed within ten (10) business days from the time and date of award notice. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. The winning bidder is responsible for all aspects of loading and removing. Please consider loading and transportation options prior to bidding. Property may be removed between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. A daily storage fee of \$10 may be charged for any items not removed within the ten (10) business days allowed. Linn State Technical College will not be held liable for items paid for and not picked up after ten (10) business days.

**6. Default**

- a. If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 3 then the Purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he/she fails to pay for the property or remove the same within the prescribed period (s) of time, Linn State Technical College will block the Bidder from participating in future auctions offered by the Linn State Technical College. A Default Bidder's privileges may be reinstated, at the University's discretion, by paying a \$25 reinstatement fee. If the Purchaser

otherwise fails in the performance of his/her obligations, the Linn State Technical College may exercise such rights and may pursue such remedies as are provided by law or under the contract.

- b. If, after the award, the Purchaser breaches the contract by failure to remove the property as required by Condition No. 5, the property may be considered abandoned. Linn State Technical College will not be responsible for the care and protection of abandoned property and/or any fines associated with its removal and storage.

## **7. Setoff of Refunds**

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him/her to satisfy, in whole or in part, any debts out of prior transactions with Linn State Technical College.

## **8. Risk of Loss**

Unless otherwise provided by the Invitation, Linn State Technical College will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal date. Any loss, damage, or destruction occurring during such period will be adjusted by the Business Office; to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Business Office, the adjustment may consist of rescission. With respect to losses only, in the event the property is offered for sale by the "lot," no adjustment will be authorized under this provision unless Linn State Technical College is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

## **9. Limitation on Linn State Technical College Liability**

Except for reasonable packing, loading, and transportation costs (such packing, loading, and transportation costs being recoverable only when a return of property at Linn State Technical College cost is specifically authorized in writing by the Business Officer) the measure of the University's liability in any case where liability of Linn State Technical College to the Purchaser has been established shall not exceed refund of such portion of the purchase price as Linn State Technical College may have received.

## **10. Oral Statements and Modifications**

Any oral statement or representation by any representative of Linn State Technical College, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on Linn State Technical College unless furnished or agreed to, in writing, by the Business Officer or his/her designated representative.

## **11. Claims Liability**

The Bidder or Purchaser agrees to save Linn State Technical College harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including Linn State Technical College, local and interstate bodies, in any manner caused by or contributed to by the Bidder or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Linn State Technical College's control.

## **12. Withdrawal of Property after Award**

Linn State Technical College reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to the actual removal of the property from Linn State Technical College control. In the event of a withdrawal under this condition, Linn State Technical College shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received. Linn State Technical College reserves the right to reject any and all bids

## **13. Eligibility of Bidders**

The Bidder warrants that he/she is not less than 18 years of age; Linn State Technical College shall have the right to annul this contract without liability.

## **14. Requirements to Comply with Applicable Laws and Regulations**

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession,

transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because Linn State Technical College is a party to this sale or has had any interest in the property at any time. At the time of payment successful bidders must also pay all applicable sales and use tax or submit an exemption certification in the name shown on the bid.

### **15. Communications Equipment**

Communications equipment listed herein may not be suitable for licensing by the Federal Communications Commission. Check with the Federal Communications Commission for information on type acceptance requirements.

### **16. Electronic Equipment**

Purchasers are warned that the item purchased herewith may not be in compliance with the Food and Drug Administration radiation safety performance standards prescribed under 21 CFR 1000, and use may constitute a potential for personal injury unless modified. The Purchaser agrees that Linn State Technical College shall not be liable for personal injuries to, disabilities of, or death of the Purchaser, the Purchaser's employees, or to any other person arising from or incident to the purchase of this item, its use, or disposition. The Purchaser shall hold Linn State Technical College harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the resale of this item. The Purchaser agrees to notify any subsequent Purchaser of this property of the potential for personal injury in using this item without a radiation survey to determine the acceptability for use and/or modification to bring it into compliance with the radiation safety performance standard prescribed for the item under 21 CFR 1000.