

**City of Philadelphia
Philadelphia Pennsylvania**

Online Sales – Terms and Conditions

ALL BIDDERS AGREE THAT THEY HAVE READ, FULLY UNDERSTAND, AND INTEND TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS BY THE BIDDER'S CONTINUED USE OF THIS SITE AND PARTICIPATION IN AUCTIONS. ANY BIDDER WHO DOES NOT AGREE TO THESE TERMS MUST STOP ACCESSING THIS SITE AND NOT PARTICIPATE IN ANY AUCTION GOVERNED BY THESE TERMS AND CONDITIONS.

Definitions:

City. The “City” means The City of Philadelphia, a corporation and body politic organized and existing under the laws of the Commonwealth of Pennsylvania, and includes its various executive and administrative departments, agencies, boards and commissions, officials, employees, agents, and its legislature, City Council.

Bidder. “Bidder” means any and all bidders, participants, or other users of this online auction system for the sale of City property. Bidders also include Bidder’s agents, Subcontractors, independent contractors, suppliers, employees, or servants.

Successful Bidder. “Successful Bidder” means the Bidder who won the auction pursuant to the terms of the auction.

Terms:

Condition of Property

Most items for sale are used and may contain defects not immediately detectable.

Location of Property

All property is located in the City of Philadelphia. The exact location will be sent to Successful Bidders upon payment. **Property Sold AS IS, No Warranties.**

ALL PROPERTY IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND.

THE CITY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROPERTY IS WITH THE BIDDER.

Inspection of Property, Generally

No inspection is permitted unless expressly stated otherwise herein.

Inspection of Property, Vehicles and Heavy Equipment.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Such property will be available for inspection for **auto auctions** on the **last day** before the end of the auction between the hours of **10am-3pm. @ 2800 Lewis St.** unless otherwise indicated in the description of item(s) up for bid. In no case will failure to inspect constitute grounds for the withdrawal of a bid. **At times inspection days may be waived, with or without advanced notice to Bidders, due to available personnel, security, or for any other reason or no reason at all.** This inspection day waiver will be included in the description of the item(s) up for sale.

Personal and property risk.

Bidders attending during exhibition, inspection, sale or removal of goods assume all risks of injury, damage or loss to person and/or property and specifically release the City and Municibid from liability there from.

Consideration of Bid.

The City reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Notice of Award.

Successful Bidders will receive a notice of award by email from Municibid sent on behalf of the City.

Payment.

All payments must be made through Municibid.com. Successful Bidder must make payment in full not later than five (5) **business days following the date the notice of award is sent. Please note: It may take three (3) to five (5) days to process payment once it is received.**

Removal of Assets after Payment.

The Successful Bidder must remove all items within ten (10) **business days** from the date Municibid.com issues to the Bidder that the invoice was paid. Instructions and permission for pick-up from the City to the Successful Bidder to will be reflected on the notice the Successful Bidder received from Municibid.com that the invoice is paid. Successful Bidders are solely responsible for loading and removal of any and all property awarded to them from the location designated in the paid invoice. Successful Bidder shall make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will the City assume responsibility for packing, loading or shipping property. All vehicles **must be towed** from the auction lot regardless of condition of vehicle. Property **must** be removed by appointment only, excluding legal holidays, as directed in the notice of paid invoice. Failure to show up for agreed upon pickup time may result in Bidder Default. All sales are final upon removal. Units remaining on site will be subject to a \$25.00 per unit per day storage fee payable by the Successful Bidder. No exceptions. Strictly enforced.

Vehicle Titles.

The City will send a vehicle title or certificate to the Successful Bidder after purchased auction item(s) have been removed by the Successful Bidder. Please note: It may take 5 to 10 days to receive title(s) once the item(s) purchased at auction have been removed. Title(s) will be sent to the address indicated on the Auto Dealer license or Salvor license. No titles will be sent to a PO Box address. Under no circumstances may the Successful Bidder use, operate, transfer, sell, or convey such titled vehicles or property until title is transferred from the City to the Successful Bidder and the Successful Bidder obtains title in its own name.

Dealers only Sales.

All items that have Vehicle Titles are restricted to only licensed Auto Dealers/Salvors. Bidder must upload a copy of its dealer license or salvor license to Municibid.com prior to bidding. Bidders residing outside the continental

United States may not bid on titled vehicles. Any bids by Bidders that do not comply with this section may be canceled. Should the noncompliant bid be discovered after the end of the auction, the City may, at its sole discretion, sell to the next higher bidder, perform another auction, or decide not to sell the item(s).

Default.

Default shall include the following actions by Bidders: (1) failure to fully comply with these terms and conditions; (2) failure to make good and timely payment; (3) failure to remove all items within the specified time; (4) failure to provide to the City evidence of applicable insurance coverage. Default may result in termination of an award and suspension from participation in all future sales, or If the bidder fails in the performance of their obligations, The City may exercise such rights and may pursue such remedies set forth herein, in the terms of the auction, or as are provided by law. The City of Philadelphia reserves all rights, including the right to place any item subject to a Bidder default back into auction without any reimbursement to the Successful Bidder.

Limitation of Liability.

(a) The City shall not be liable for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the sale of property provided hereunder.

(b) In no event shall the City be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including without limitation, negligence or otherwise).

(c) Nothing herein shall waive or amend any defense or immunity that the City, its officers, agents or employees may have under the PA Political Subdivision Tort Claims Act, 42 Pa.C.S.A. 8541 ET. seq. or other applicable laws and the City expressly reserves all such rights.

Indemnification.

Bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Bidder's act or omission or negligence or fault or the act or omission or negligence or fault of Bidder's agents, Subcontractors, independent contractors, suppliers, employees or

servants in connection with participation in City online property auctions and any other activities governed by these terms and conditions, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such any Subcontractors and suppliers, or any breach of these terms and conditions.

Insurance.

Bidders agree to comply with all insurance requirements specified herein and as set forth in Exhibit A.

General Release – Visitors.

In consideration of permission granted to a Bidder to enter upon any City grounds or property, which is being given as a courtesy to the Bidder, and for any benefit only, Bidder hereby agrees for Bidder and for Bidder's heirs, executors and administrators that Bidder will and do release and forever discharge: The City and each of them, the employees, officers, agents and representatives of the City from any and all manner of claims, actions or causes of action which Bidder now has or which Bidder or Bidder's heirs, executors or administrators hereafter can, shall or may have because of bodily injury or property damage or loss which Bidder may suffer as a result of my presence at any City location whether said injury or damage may be due to the act, omission or negligence of the City, their representatives, or their respective employees, officers, agents or representatives or otherwise; it being understood that Bidder accepts full responsibility for the mentioned risk.

Bidder further acknowledges and agrees that Bidder will immediately leave the grounds or property of any City location on the completion of Bidder's invitation to inspect or remove property or upon the demand of the City, whichever is sooner.

Taxes.

Bidders may be subject to payment of taxes, such as state and/or local sales and/or use tax. Bidders are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed or due.

Sales to City Employees.

Employees, and relatives of employees, of the City may not be Bidders nor bid on or purchase any property listed for auction.

Acceptance of Terms and Conditions.

By submitting a bid, 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 herein.

No Indebtedness to the City.

Bidders and any and all entities controlling Bidder, under common control with Bidder or controlled by Bidder are not currently indebted to the City, and will not at any time during Bidder's participation in City online property auctions be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Bidder acknowledges that should the Bidder make any payments to the City as set forth herein, the City may first use those funds to satisfy any prior indebtedness to the City and require the Bidder to resolve all indebtedness and make full payment for the purchase price of any property to the City's satisfaction before releasing the property to a Successful Bidder; and, if the bidder fails to make prompt payment to satisfy all indebtedness and payment for property, the City may default the buyer for non-payment as set forth herein. In addition, Bidder understands that false certification, representation, or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

Compliance With Law.

Bidders shall comply with all federal, state and local laws, statutes and ordinances, and with all applicable regulations of federal, state and local governmental departments, boards, agencies and commissions.

Governing Law; Forum.

Users shall be governed by the laws of Pennsylvania and any applicable rules, statutes, ordinances, methods, regulations or procedures. Users agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to the use of this site or participation in an auction or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County, Pennsylvania. It is the express intent of the user that jurisdiction over any lawsuit, action, claim, or legal proceeding arising as a result of use of this site or participation in an auction shall

lie exclusively in either of these two forums. The user further agree not to raise any objection to any such lawsuit, action, claim or legal proceeding which is brought in either of these two forums and the user expressly consents to the jurisdiction, including personal jurisdiction, and venue of these two forums.