



P.O. BOX 6097

HOUMA, LOUISIANA 70361

868-5050



P.O. BOX 2768

HOUMA, LOUISIANA 70361

868-3000

## TERREBONNE PARISH CONSOLIDATED GOVERNMENT

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### 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 Terrebonne Parish Consolidated Government (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to 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 mis-description 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 **Terrebonne Parish Consolidated Government** shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final**.

**Personal and property risk:** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person or property and specifically release the seller and Central Auction House, Ltd. from liability therefore.

**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 in the item description. Please contact Jayme Chapman, Property Clerk, (985) 873-6765 office or e-mail: [jschapman@tpcg.org](mailto:jschapman@tpcg.org) to schedule an inspection.

**Consideration of Bid:** Terrebonne Parish Consolidated Government 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 e-mail from Terrebonne Parish Consolidated Government.

**Payment:** Payment in full is due not later than seven (7) business days from the time and date of the Buyer's Certificate. If an acceptable form of payment is not received within seven (7) business days of the date of the award, the sale will be cancelled. The bidder will not be allowed to bid on Seller's merchandise again. **All payments must be made from a United States Financial Institution, Acceptable forms of payment are:**

- Certified Cashier's Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED. Acceptable forms of payment shall be made payable to: Terrebonne Parish Consolidated Government. Payment shall be made at the location listed in the Buyer's Certificate.

**Escrow Payment:** When the purchase price (of a single item or the aggregate purchase of multiple items) total \$5000 or greater, the Seller may require a down payment from the winning Buyer. **This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have forty-eight (48) hours from the time of the issuance of the Buyers Certificate to comply with this requirement.** If the Buyer fails to comply with this requirement within the stated time, the Seller can declare the Buyer in default, bar them from further bidding and have them removed from the Central Auction House, Ltd system. If the Buyer is in default, Seller may negotiate with the next closest bidder, relist at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at the time of final payment.

**Removal:** All items must be removed within seven (7) business days from the time and date of issuance of Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and 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 the Terrebonne Parish Consolidated Government assume responsibility for packing, loading or shipping. Property may be removed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays. For additional information, please contact Jayme Chapman, Property Clerk, (985) 873-6765 or e-mail [jschapman@tpcg.org](mailto:jschapman@tpcg.org) to schedule an inspection. A daily storage fee of \$20.00 per business day may be charged for any item not removed within the seven (7) business days allowed and stated on the Buyer's Certificate.

**Buyers are expected to pay for and pick up property within seven (7) business days of the award.** If a Buyer pays for the property within seven (7) business days, but does not pick it up within that timeframe, he is subject to pay storage fees as specified above. If property is not removed within thirty (30) days of the award, Buyer will lose any and all money paid for the property including storage fees. Should this event occur, the Seller will also block the Buyer from future bidding on Seller's merchandise, cancel the sale of any other awards pending payment and re-auction the item(s) involved.

**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 website. Open title cannot be issued. Terrebonne Parish Consolidated Government will not issue replacement titles.

**Default:** Default shall include the failure to observe these terms and conditions; failure to make good and timely payment; 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. If the Buyer fails in performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.**

**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. These Terms and Conditions are displayed with each item listed online with Central Auction House, Ltd.

**State/Local Sales and/or Use Tax:** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

**Sales to Employees:** Employees and the immediate family members of Administration, Council, Council Clerk's Office, Finance, Purchasing and of the division or department identified in the description may not bid on the property listed for auction.