

# Surplus Property Policy

City of Morganton • PO Box 3448, Morganton, NC 28680-3448  
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Any surplus property owned by the City of Morganton is sold by auction through [www.govdeals.com](http://www.govdeals.com).

## 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." City of Morganton (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 City of Morganton 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 and property and specifically release the seller and GovDeals 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.

*Consideration of Bid.* City of Morganton 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 GovDeals

*Payment.* Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are U. S. Currency, Certified Cashiers Check, Money Order, Company Check (with Bank Letter guaranteeing funds – mandatory), Checks shall be made payable to: City of Morganton. Payments 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 price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This nonrefundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All moneys collected in escrow, will be deducted from total moneys due at time of final payment.

*Removal.* All items must be removed within 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 web site 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 City of Morganton assume responsibility for packing, loading or shipping. Property may be removed between the hours of 9:00 am and 3:00 pm, Monday through Friday, excluding legal holidays.

A daily storage fee of \$10.00 may be charged for any item not removed within the 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 web site. Open titles cannot be issued. City of Morganton 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. 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. 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 at the top of each page of each item listed on GovDeals.

\* 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 of the City of Morganton may NOT bid on the property listed for auction.