

## Surplus Equipment

### Notice of Intent of the City of the Village of Indian Hill to Sell Unneeded, Obsolete, or Unfit Property by Internet Auction.

The City of the Village of Indian Hill intends to sell personal property that is surplus, obsolete or unfit for Village service using auction services available via internet auction in the calendar year 2021, as permitted, pursuant to O.R.C. §721.15(D).

The General Terms and Conditions for the said internet auction sales shall include the following:

1. All auctions will be conducted on a continuous basis through the Hamilton County, Ohio website which can be located at <http://www.hamiltoncountyohioauction.com/PS/>.
2. All Property auctions will be conducted in such a manner that the highest bid for the Property shall prevail. However, the City of the Village of Indian Hill reserves the right for its representative to cancel bids in an auction of an individual item or group of items if one or more of the following circumstances apply:
  - a. It is determined that an auction shall be canceled or terminated early,
  - b. A bidder requests permission to back out of a bid,
  - c. The identity of a bidder cannot be verified or
  - d. It is determined that a bidder is purchasing the Property for a use contrary to the health, welfare or safety of City of the Village of Indian Hill or the general public.
3. All Property auctions will accept bidding by proxy. If a bidder elects to utilize proxy bidding, the bidder must establish a maximum bid amount and permit the Internet auction system to incrementally increase the bidder's initial bid until the maximum bid amount is reached, if necessary.
4. The number of days of bidding on the Property involved, as specified in O.R.C. §307.12, will be at least 15 days, including Saturdays, Sundays and legal holidays.
5. The City of the Village of Indian Hill reserves the right, at a later date, through its representative, to establish the minimum prices that may be accepted for any Property that is the subject of the Internet Auction, the terms and conditions of any particular sale that may occur, including but not limited to requirements for pick up and/or delivery of the Property, method of payment, and payment of sales tax in accordance with applicable laws.
6. The information described in Paragraph 4 above will be provided on the Internet at the time of the auction itself, or will be provided before that time, upon request, if the City of the Village of Indian Hill or its representative has determined the terms and conditions.
7. ANY PROPERTY LISTED AND SOLD BY INTERNET AUCTION SHALL BE ON AN "AS IS" AND "WHERE IS" BASIS. REGARDING ANY PROPERTY WHICH IS LISTED OR PURCHASED BY INTERNET AUCTION, THE CITY OF THE VILLAGE OF INDIAN HILL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE BIDDER PURCHASES THE PROPERTY AT THEIR SOLE RISK.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE CITY OF THE VILLAGE OF INDIAN HILL, ITS OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO A BIDDER OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIM, DAMAGE OR LOSS WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF THE SALE OF THE PROPERTY OR THE USE OF THE PROPERTY, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT.

Additional terms and conditions for the pick-up and payment of awarded Items can be found on the Hamilton County auction website. Please note that while auctioned items are picked up at various Village facilities, payment is made to the Hamilton County Treasurer at the County Administration Building (138 East Court Street) in downtown Cincinnati.

The buyer will have a maximum of ten (10) business days to contact the Village to make an appointment for the pick-up of the item(s) after the receipt of payment.

Buyers are required to present photo identification, proof of purchase and their Hamilton County receipt marked as paid for the pick-up of all items. Buyers are responsible for the loading and removal of any and all property awarded to them from the place where the property is located as indicated on the auction website. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property.

If the awarded bidder fails to contact the Village or Hamilton County Purchasing Department within the allotted ten (10) business days, the obsolete item(s) will be awarded to the next highest bidder and the original awarded bidder will NOT receive a refund for the paid item(s).

Please contact Ken Smith at (513) 831-3712 for any questions.