

1. Items are offered for sale by ANOKA COUNTY. Individual(s) selected by ANOKA COUNTY to purchase item(s) on which they have request to purchase are identified herein as "buyer(s)".
2. **TAXES:** State of Minnesota sales tax of 6.75% shall be added to all purchases made; The buyer shall add and include the sales tax amount when making payment to ANOKA COUNTY.
3. **TITLED EQUIPMENT:** Shall be subject to the larger of \$35.00 or 3% of the sales price, plus State of Minnesota sales tax of 6.75%. The buyer shall add and include the sales tax amount when making payment to ANOKA COUNTY. Buyer shall be responsible for paying all applicable taxes, fees and/or registration charges of the vehicle.
4. The property is offered "As is, where is" The stated condition of the property is solely an opinion of ANOKA COUNTY. **ANOKA COUNTY makes no warranties or guarantees, expressed, or implied, as to the condition or quality of the items offered or fitness for particular purpose or fitness for use in general.** Under no circumstance will a refund or adjustment be made due to the property failing to meet buyer's expectations. Unless stated in writing, no service of any kind will be furnished by ANOKA COUNTY.
5. **PROPERTY REMOVAL:** Buyer shall assume any cost of removing property from Anoka County. Buyer shall pay for and pick items up within seven (7) business days of notification of award. The buyer shall assume all liability for the property after award is made. ANOKA COUNTY will exercise its usual care for protection of items up to the time of removal, but will not be responsible for any loss or damage. ANOKA COUNTY does not provide security for sold items once the buyer has been notified. It is recommended that payment and pick-up be made promptly after award notification is provided.

Items may be picked up between the hours of 9:00 AM and 4:00 PM, Monday – Friday. Buyer will be contacted to schedule an appointment for pick up.

Buyers are responsible for loading purchased property into their own vehicle. Anoka County will not assist in loading property or be responsible for any damage to the buyers vehicle or injuries during loading, unloading or transportation of purchased property.

6. **PAYMENT:** Anoka County prefers to conduct all transactions in cash. However payments made by Certified/Cashier's Check, or Money Order only. Cashier's Checks/Money Orders shall be made payable to " ANOKA COUNTY ", and must be presented prior to the time of item pick-up. If mailing a Certified/Cashier's Check, or Money order, please send payment to: Anoka County Government Center, Attn Purchasing Department 2100 3rd Ave, STE 300 Anoka MN, 55303-5029. Items will be held until the certified/cashier's check or money order has cleared the bank, approximately three business days.
7. **PICKUP:** shall be at the Anoka County Government Center, Shipping/Receiving, 2100 Third Avenue, Anoka, Minnesota 55303.

8. Links to other Web sites or Internet locations from this Web site have been provided for your convenience only. ANOKA COUNTY does not endorse, sponsor, or approve any of the content of such Web sites or locations. ANOKA COUNTY has no control over any of the Web sites or other Internet locations that you may access through this Web site, and is not responsible for the content or accuracy of the content of any such Web sites or locations. **If you access any other Web site or Internet locations through this Web site, you do so at your own risk.**
9. To ensure all awards are awarded on a First Come/First Serve basis, all requests for purchasing items must be submitted via e-mail. E-mails are date and time stamped to ensure items are being distributed on a First Come/First Serve basis. **Requests submitted in any other manner (e.g.: verbal, telephone, fax, courier or mail, etc.) will not be accepted.**
10. Award(s) shall remain firm for a minimum of seven (7) calendar days following the close of the sale. Buyer shall not have the right to withdraw a request for purchase prior to the conclusion of the seven (7) day period. Any Buyer who withdraws before the seven (7) day period will be excluded from future sales for up to six (6) months.
11. ANOKA COUNTY reserves the right to award by item, groups of items, or total purchase; to reject any and all requests in whole or in part, and to waive any informality or technical defects if, in its judgment the best interests of ANOKA COUNTY will be served.
12. Each request is received with the understanding that the acceptance by ANOKA COUNTY of the offer to purchase any or all of the items described therein shall constitute a contract between the buyer and ANOKA COUNTY.
13. In event of default of the buyer, ANOKA COUNTY reserves the right to sell or otherwise dispose of the items through other means, and hold the buyer liable for any loss of revenue or disposal expense occasioned thereby. Any Buyer who defaults will be excluded from future sales for up to six (6) months.
14. The buyer guarantees to save ANOKA COUNTY, its agents, or employees, harmless from liability of any nature or kind in the sale or of the buyer's use of the property.
15. Direct contact with ANOKA COUNTY employees, other than the employees of the Purchasing office, on the subject of this sale shall not be binding, nor shall they constitute any warranty or guaranty, expressed or implied, as to the condition or quality of the items offered. All questions regarding sales of items must be e-mailed to Purchasing@co.anoka.mn.us.
16. Applicable Law and Courts: Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Minnesota and any litigation with respect thereto shall be brought in the courts of the State of Minnesota and any litigation with respect thereto shall be brought in the courts of the State. The buyer shall comply with applicable federal, state, and local laws and regulations.