



## Attachment "A" Disposal General Terms & Conditions

1. **CONDITION OF PROPERTY:** The property is offered for sale "as is, where is". The description of the property is based on the best information available to the City of Vernon. However, unless specifically provided, the City of Vernon makes no representations or warranties, express or implied, as to the quantity, kind, character, quality, weight, size or description of the property, or its condition, performance, merchantability or fitness for any use or purpose.
2. **TITLE AND OWNERSHIP:** Unless otherwise noted in these Conditions of Sale, title to and ownership of the property sold hereunder will transfer to the Purchaser as and when payment is received and the property is removed. Purchaser must provide valid Sales Invoice when picking item(s).
3. **CLAIMS:** The Purchaser will not be entitled to contest the accuracy of any documents connected with this contract unless notice in writing, setting forth particulars of Purchaser's claim, has been received by the City of Vernon within ten (10) days following the acceptance of his/her offer, or within ten (10) days following the removal of the property in respect of which such claim is made, whichever is earlier. No claim will be considered unless such property is still held by the Purchaser for inspection by a representative of the City of Vernon.
4. **AGREEMENT:** This Conditions of Sale form, together with the City of Vernon sales invoice, will, when executed, constitute the entire agreement between the Purchaser and the City of Vernon, and time will be deemed to be of the essence in all respects thereof.
5. **ADJUSTMENTS & WITHDRAWALS:** The City of Vernon reserves the right to withdraw from sale any property which has not been removed by the Purchaser without incurring any liability except as provided in this paragraph. If, through withdrawal, loss or error, the property cannot be transferred to the Purchaser, the City of Vernon's liability will be limited to a refund of the purchase price, or such portion thereof as the City of Vernon may determine to be equitable.
6. **PAYMENT:** The Purchaser agrees to make payment requested by the City of Vernon as set out in the invitation to bid offer in accordance with these Conditions of Sale. When a date of payment has not been specified within the item description of the invitation to bid offer, then payment will be made within three (3) business days as stated on the sales invoice that will be sent to a Purchaser on acceptance of their offer by the City of Vernon and prior to any removal of any property. The Purchaser agrees that payment will be in the form of bank draft or certified cheque.
7. **TAX:** All sales will be subject to Harmonized Sales Tax (HST) will be charged, where applicable.
8. **FAILURE TO REMIT:** If the successful Purchaser's offer is accepted by the City of Vernon, and for whatever reason the Purchaser fails to remit payment in accordance with these Conditions of Sale, in addition to any other remedies, the City of Vernon may cancel the sale, resell the property and retain as liquidated damages any deposit or amount paid on account of the property. In addition, the City of Vernon retains the right to remove the Purchaser's name from the bidders list and refuse any further bid offers from the Purchaser.
9. **REMOVAL:** Unless otherwise provided in the description of the property in the Invitation to Bid Offers, the Purchaser, upon acceptance of the Purchaser's offer by the City of Vernon will at Purchaser's expense, pack, load, and remove the property within five (5) business days after receiving notice that the property is ready for removal.
10. **FAILURE TO REMOVE:** Should the Purchaser fail to remove the property in accordance with these Conditions of Sale, in addition to any other remedies, the City of Vernon may cancel the sale, resell the property at its sole option and retain as liquidated damages any deposit or amount paid on account of the property. The Purchaser will lose all claim to and interest in the property and may be held responsible for all loss, cost and expense incurred by the City of Vernon due to the Purchaser's failure or default. In addition, the City of Vernon retains the right to remove the Purchaser's name from the bidders list and refuse any further bid offers from the Purchaser.
11. **DAMAGE TO PROPERTY:** The Purchaser will be responsible for any damage to property resulting from the removal of the property sold.
12. **LIABILITY:** The City of Vernon does not assume any liability for injuries suffered by or the death of any person, or for any loss or damage to any property arising out of the inspection, handling, removal, use or demolition of the property, and the Purchaser will indemnify and save harmless the City of Vernon, its employees and agents in all respects thereof.
13. **APPLICATION OF LAW:** This sale is governed by and is to be construed in accordance with the laws of British Columbia.
14. **ADDITIONAL CONDITIONS:** Any additional conditions that apply to this sale will either be contained in the description of the Invitation to Bid Offer or may be appended to these Conditions of Sale as Attachment 'A1'.
15. **ARBITRATION:** All disputes arising out of or in connection with these Conditions of Sale must first be referred to the Purchasing Agent for informal discussion, and if not resolved, unless the parties otherwise agree, must then be referred to and finally resolved by arbitration under the Commercial Arbitration Act. The place of arbitration will be Vernon, British Columbia.

May 18, 2011