

University of Massachusetts Amherst

Procurement Department
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SURPLUS EQUIPMENT – “BILL OF SALE”

The University of Massachusetts Amherst (Seller) agrees to sell, and

_(Buyer)

agrees to buy the following items as listed in the University RFB#: _____

[illegible]

THE BUYER ACKNOWLEDGES THAT ALL EQUIPMENT IS SOLD “AS IS” AND “WHERE IS” WITH ALL FAULTS. THE SELLER DISCLAIMS ANY WARRANTIES, INCLUDING ANY WARRANTY FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF MERCHANTABILITY.

RETURNS WILL NOT BE ACCEPTED.

Buyer is authorized to remove the above equipment only if the full amount due has been paid and this form has been signed by the Buyer and the University of Massachusetts Amherst; Director of Procurement.

The removal of the above listed equipment must be completed at the buyer's sole expense by: _____.

This date is a minimum of seven (7) days from the date the equipment has been fully paid and authorized below.

ADDITIONAL TERMS AND CONDITIONS:

1. Buyer agrees that the Seller shall have no liability for consequential, incidental, special, or punitive damages arising out of this agreement.
2. Buyer shall be responsible for all packing, insurance and transportation costs associated with the removal of the equipment purchase and identified herein.
3. Buyer must remove the complete item(s) purchased from the University premises. Buyer will not be allowed to salvage desired parts from the equipment and leave the unwanted parts behind. Buyer shall remove all unused materials associated with the equipment purchased and leave the premises in a neat and clean condition at the completion of the work.
4. Buyer assumes full responsibility for, and title to, equipment upon payment and Buyer signature on the Bill of Sale. Upon transfer of title, all risk of loss shall transfer to the Buyer, and the Seller shall have no liability of any sort for any damages of any kind which may result from the Seller's removal, transportation, shipping, use, disposition, or disposal in any manner for the equipment purchased herein.

5. Buyer will be responsible, and make full restitution, for any damage caused to the University property during removal of equipment from the University premises.
6. Buyer shall indemnify and hold the Seller harmless from and against any injury, loss, damage, claim or liability therefore arising from any omission, default or neglect of the Buyer, the Buyer's agents or employees in connection with the equipment removal.
7. Seller will provide the Buyer with reasonable access to the equipment to allow for the removal during normal business hours by arrangement with the contact person listed herein.
8. If Buyer fails to pay for and remove equipment from the University premises within the period listed, the Buyer will become ineligible to bid on University Surplus Equipment for a period of **twenty-four (24) months** from the original bid date.

Date: _____

Date: _____

Buyer Name: _____

Seller: University of Massachusetts Amherst

Address: _____

By: John O. Martin; Director of Procurement

Signature: _____

Signature: _____

The Buyer must contact the University staff member listed below to set up an agreed upon date and time for the **pickup/removal of the equipment listed on this Bill of Sale.**

Important Note: Bring this Bill of Sale with you at the time **of pickup/removal of the equipment.**

PERSON'S NAME	DEPARTMENT	PHONE NUMBER	E-MAIL ADDRESS
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THIS SPACE FOR USE BY PROCUREMENT DEPARTMENT ONLY

RFB# _____ **DESCRIPTION:** _____

AMOUNT OF PAYMENT RECEIVED: _____ **METHOD:** _____

RECEIVED BY: _____ **DATE:** _____

DEPOSIT INFORMATION:

SPEED TYPE: _____ **ACCOUNT CODE:** _____ **FUND:** _____ **DEPT ID:** _____

DEPOSITED BY: _____

OTHER COMMENTS: _____
