

**SURPLUS PROPERTY BILL OF SALE**

Washington University in St. Louis (seller) agrees to sell, (buyer) agrees to buy the following item(s) listed as University surplus property:

|  |  |  |
| --- | --- | --- |
| **Surplus Property** | **Sale Price** | **Department** |
|  |  |  |
|  |  |  |

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 Washington University.

The removal of the above listed equipment must be completed at the buyer’s sole expense by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - this date is agreed upon by seller and buyer.

**ADDITIONAL TERMS & CONDITIONS:**

1. Buyer agrees that 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 Buyer, and Seller shall have no liability of any sort for any damages of any kind which may result from Seller’s removal, transportation, shipping, use, disposition, or disposal in any manner for the equipment purchased herein. Without limiting the foregoing, upon transfer of title, Buyer assumes responsibility for proper disposal of all equipment in accordance with federal, state and local laws and regulations.

5. Buyer will be responsible, and make full restitution, for any damage caused to University property during removal of equipment from 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 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 University premises with-in the period listed, the Buyer will become ineligible to bid on University surplus property for a period of (24) months from original bid date.

**Buyer:**

**Organization:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seller:** Washington University in St. Louis

**Department:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Department Contact/Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS SPACE FOR USE BY RESOURCE MANAGEMENT OFFICE ONLY**

Amount of Payment Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Method: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bill of Sale Received by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPLETE THIS FORM PRIOR TO CLOSE OF SALE AND SEND TO RESOURCE MANAGEMENT AT WASHINGTON UNIVERSITY IN ST. LOUIS**

700 Rosedale Ave., CB 1069

St. Louis, MO 63112

**Phone:** 314-935-5649

**e-mail:** purchasingservices@wustl.edu