

ARANSAS COUNTY NAVIGATION DISTRICT
TERMS OF AUCTION SALE

I (bidder) agree to the following Terms of Sale when entering the auction site and when bidding on any item of property at an auction to be held by the Aransas County Navigation District (ACND). ACND may act through its Harbor Master or his designated representative.

1. The auction site will be open to the public for inspection of the sale items for one hour prior to the auction. On making a bid on any item, bidder represents and agrees that the bidder has had adequate opportunity to inspect the item prior to making the bid.

2. ACND reserves the rights to determine the order and sequence in which items are offered for sale, to reject any bid, and to remove any item from auction at any time before or during the auction prior to acceptance of a final bid and sale of the item. The Harbor Master or his designated auctioneer will have absolute authority and discretion to determine any dispute or claim concerning whether a bid was made or accepted.

3. All items must be paid for in cash, money order, or cashier's check and be removed from the site within 1 hour after the close of the auction, unless otherwise approved by the Harbor Master. ACND may choose to cancel the sale of any item not paid for and removed as required, or may choose to enforce the sale and demand full performance by the buyer.

4. All sales shall be final and all property shall be sold as is, without warranty of any kind. ACND disclaims all warranties implied or expressed, including any warranty of fitness for any particular purpose. No statement by the auctioneer or any other representative of the District shall constitute a warranty or a representation of the provenance, value, or condition of the item.

5. The harbor Master shall have the right to have any person removed from the site who is disruptive, abusive, or intoxicated, or for any other reasonable cause within the discretion of the Harbor Master.

6. The auction may include 2 barges. Prospective bidders are encouraged to make contact with the Harbor Master to arrange an inspection of the barges and present contingent plans for removal. A conditional Bill of Sale will be given, but no warranty of title will be given on the barges. Prompt removal of the barges and curing of any title defects shall be the responsibility of the buyer.

As a condition of, and in consideration of, my being allowed to enter the auction site, I assume all risks of injury or property damage while on the ACND property, whether the injury or loss is caused by the ACND or by others. I will release and hold the ACND and its officers, employees, agents, and representatives (the released entities) harmless from all claims and causes of action by me or any of my officers, employees, agents, representatives, or dependent minors for bodily injury or property damage caused by or arising from any action or failure to act by any of the released entities or by any other person of entity.

Date: _____

Bidder signature: _____

Printed name: _____

Address: _____

Phone: _____