

University of Utah
University Surplus and Salvage Department

Property, as listed below, is for sale by the University of Utah. If you agree with the terms and conditions of this sale and desire to place an offer, please complete and return this form to the University of Utah, University Surplus and Salvage Department, 210 Connor Street, Room 101, Salt Lake City, Utah 84113. If you have any questions, please contact Clifton Grindstaff at (801) 581-7917. Fax: (801) 585-3051. <http://web.utah.edu/surplus>. The department's hours are Monday - Friday 8:00 a.m. - 5:30 p.m. Closed Holidays.

Property on this Offer

1. Calumet Trailer, Date of Manufacture: 08-2000, Used as a Mobile Medical Unit, Model: MMT-415P GECPET9A 2091, VIN: 1TKH04820YB052088, GVWR: 80,000, GAWR: 40,000.

More Pictures at the end of the document.



Terms and Conditions

1. Property is sold by the University of Utah (Seller or University) **as is, where is**, with no warranty or guarantee, either expressed or implied. The Buyer understands that the University of Utah makes no representation of any kind, as to the merchantability, safety, condition, quality, or fitness of the property for any purpose. Many items listed for sale by the University of Utah are obsolete, incomplete, cannibalized, broken and/or in need of repair. Please inspect each item carefully before completing this offer. The Buyer is not entitled to any payment for loss of profit or any other money damages- special, direct, indirect, punitive, or consequential.
2. The University reserves the right to add or withdraw items from sale without notice, even after notice of acceptance of this offer and before payment is received by Seller.
3. The University reserves the right to accept or reject any or all offers or to waive any technicality in the interest of the University.

4. While this offer is under consideration, the University reserves the right to solicit other offers and to accept the highest offer and/or sell the item at the established price, on a first come, first serve basis.
5. Acceptable OFFERORS will be notified by telephone or email. If notification is not received within three (3) business days, from the date the offer was submitted, please consider the offer as declined.
6. Successful OFFERORS agree to pay for and remove the property within fourteen (14) working days after notice of acceptance by the University. Removal shall take place during normal operating hours of the University Surplus and Salvage Department.
7. When a successful OFFEROR declines to purchase the item at the offered price or fails to pay the offered amount when payment is due, the University reserves the right to select and sell the item at the established price, to accept and sell the item to the next highest OFFEROR, or to sell the item as the University may elect.
8. It is the BUYER'S responsibility to absorb any and all dismantling, loading, unloading, transportation, freight, packing, handling and any other charges incident to the removal, receiving and shipment of the aforementioned property at no cost to the SELLER.
9. Indemnification: A. The BUYER shall hold harmless, defend and indemnify the SELLER and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (1) performance or breach of this agreement by the BUYER, (2) BUYER'S use of the SELLER'S premises, or (3) any act, error, or omission on the part of the BUYER or its agents, employees, guests, invitees or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the SELLER, its officers, employees or agents. B. The BUYER agrees to defend, indemnify and hold the SELLER and its officers, employees, and agents harmless from any liability, costs, damages or expenses whatsoever including reasonable attorney's fees arising out of the BUYER'S disassembly, removal, loading, unloading, transportation, use, storage or disposition of the property on this bid.
10. The University of Utah reserves the right to change the price on property listed for sale without notice.
11. All costs associated with any use whatsoever of the property, listed above, after it is received from the University of Utah shall be borne by the BUYER.
12. Applicable Utah State sales tax will be collected on property sold.
13. The terms and conditions of this agreement shall be construed and interpreted under the laws of the State of Utah and enforced by the courts of the State of Utah. The Buyer shall comply with applicable federal, state, and local laws and regulations.

Item description _____

Amount Offered _____

(Please print amount) _____ dollars

and _____ cents

Name (print) _____

Telephone _____

Address _____

Email _____

I have read and I understand and accept the above terms and conditions:

OFFEROR Signature: _____ Date: _____