



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 University RFB: _____

Item	Equipment Description	Cost Per Unit	Unit	Total Cost
		\$		
		\$		
		\$		
		\$		
		\$		
			Total	

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 UMA Director of Procurement.

The removal of the above listed equipment must be completed at the buyer’s sole expense by: _____ - this date is seven days from the date equipment has been fully paid and authorized below.

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.
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 equipment for a period of (24) months from original bid date.

Buyer: _____
Signature: _____
Date: _____
Print Name: _____
Address: _____

Seller: University of Massachusetts Amherst
By: John O. Martin
Title: Director of Procurement
Date: _____
Signature: _____

Buyer must contact the University staff member listed below to set up an agreed upon date & time for removal of equipment. Remember to bring this bill of sale.

NAME	DEPARTMENT	TELEPHONE #
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THIS SPACE FOR USE BY PROCUREMENT DEPARTMENT ONLY

Amount of Payment Received: _____ **Method:** _____

Received by: _____ **Date:** _____

Comments: _____
