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#: _________________________________

<table>
<thead>
<tr>
<th>Item# on RFB</th>
<th>Equipment Description</th>
<th>Model# / VIN#</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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Total Amount >>>>>>>>>>>>>>>>>>>>

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
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
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: ________________________________________________________________________________________________