

## **MIBID TERMS AND CONDITIONS**

### **POLICY MIBID**

Policies are rules and guidelines that help to create a safe, fair and enjoyable trading environment for all State of Michigan MiBid Internet Auction participants. As a buyer, you agree to accept responsibility for reviewing and understanding all applicable laws and regulations as set forth in the Terms and Conditions.

### **TERMS AND CONDITIONS**

You may not bid on this site if you are not able to form a legally binding contract, are under the age of 18, deactivated from our site. Bidding for someone on their behalf is strictly prohibited. You also must be a person(s), business or government entity with an e-mail address that can enter into legally binding contracts under applicable law. You also agree you will not bid with no serious intention of buying and not commit to purchasing an item by winning the item, without the intention of paying for it in full. Buyer warrants that he/she is not a full-time, part-time, or temporary employee of Surplus Services, Office of Support Services, Department of Technology, Management & Budget; a member of an employee's immediate family; or any person acting on the employee's behalf.

The list of material offered for sale and its description has been compiled from available data, but there is no guarantee or warranty on the part of the State of Michigan relative to quantity, kind, character, description, condition, and/or suitability for use for which it may be desired by the buyer, or in any other respect whatsoever. All items are sold in "As-Is" and "Where-Is" condition and must be removed at purchasers' risk and expense.

### **MAINTENANCE RECORDS FOR SURPLUS VEHICLES**

We provide any available basic vehicle information prior to making it available for purchase. Buyers are encouraged to inspect any vehicle during the dates and times specified prior to but not after the Bid Closing date and time. Like retail vehicle vendors, we do not provide maintenance records for any vehicle.

### **PICK-UP OF ALL SURPLUS PROPERTY**

Winning bidders must arrange to pick up items at the location noted in the "Pick-Up Only" section of the auction which may be Lansing or various other locations throughout Michigan. Most items with a location of Lansing will be found at the Department of Technology, Management & Budget, Surplus Services, 3111 W. St. Joseph Street, Bldg. 600, Lansing, Michigan, 48917. Winning bidders will be provided with exact pick-up location information. All items must be picked up within 5 business days from the date of auction closing. Business hours are 7:30 a.m. - 3:00 p.m. (Eastern), Monday through Friday. Sales that close after business hours will be responded to on the following business day.

## **FEES & PAYMENTS**

A \$150.00 Michigan Administrative Fee will be added to the final bid amount for all Titled MiBid purchases.

A 3% Buyers Fee will be added to the final bid amount for all other Non-Titled MiBid purchases.

Payment for property must be made in the form of Cash (exact amount), Cashier's check, Money Order, Certified check, Visa, MasterCard, Discover. All checks must be made payable to the State of Michigan. Credit Card checks are not accepted.

All sales are final. Returns or refunds will not be given for any reason.

All items for sale are subject to all applicable Michigan Sales Tax in accordance with Michigan Sales Tax Act #167, P. A. 1933, as amended.

## **TITLING VEHICLES**

Vehicle titles will only be made out to the winning bidder or the winning bidder's business. All other title changes or requests can be handled through the State of Michigan, Secretary of State.

## **TAX EXEMPT CUSTOMERS**

All customers that plan to utilize tax exemption are required to submit a Michigan Sales and Use Tax Certificate of Exemption, Form 3372 for each purchase. These forms will be good for a maximum of 1 year from date of purchase. Please email a copy to [DTMB-Surplus@michigan.gov](mailto:DTMB-Surplus@michigan.gov) or fax to 517-335-8262, be sure to include your name and MiBid username. A copy of your sales tax license will no longer be accepted. If we do not receive a signed copy of the form, you will not be considered Tax Exempt for any purchase.

The measure of the State of Michigan's liability, in any case where liability of the State to the Buyer has been established, shall not exceed refund of the portion of the purchase price as the State may have received.

## **INSPECTIONS**

It is the buyer's responsibility to inspect all items prior to placing a bid. Each item listed on MiBid has an inspection period listed in each posting. Inspections must be conducted during the allowed time stated in the posting. Once an auction closes the inspection period ends.

## **SANCTIONS**

Bidders may be barred from participation in State of Michigan sales for any of the following:

- a) Failure to observe the terms and conditions of sale.
- b) Failure to claim purchases.

It is the buyer's responsibility to remove the sale item(s) from its stated location, by the date and time for removal listed in the auction, or all rights to the said auction item(s) will be

forfeited; and the item(s) will remain the property of the State of Michigan State Surplus Program and may be resold. Failure to follow through with the Terms and Conditions will result in a buyer's account being closed with forfeiture of eligibility to bid on future items.

The State of Michigan reserves the right to withdraw any item from auction or at its absolute discretion, to reject any and/or all bids considered, as not in its best interest.

## **PRIVACY POLICY**

Our Privacy Policy is built on trust and integrity. Trust that personal identifying information and sensitive financial information collected by this web site is used only for the purpose of conducting auction transactions and built on our integrity that we are good stewards of the information you have entrusted to our care.

This auction is being conducted by the state of Michigan using commercial firm, third party, software. Our policy agreement stipulates: Personal identifiable information will not be used, made available, nor disclosed to third party affiliates. Information collected or obtained on this auction site shall be the sole property of the state of Michigan and shall not be used by third party affiliates.

All State of Michigan auction site users are automatically "opted out" to sharing usernames and email addresses with third party affiliates during registration. Opting out will not affect their ability to place bids in any way. All financial information and personally identifiable information collected shall be purged from records when no longer needed.

Should you believe that this Privacy Policy is not being honored, please email us at [DTMB-Surplus@Michigan.gov](mailto:DTMB-Surplus@Michigan.gov)