

1.14

DISTRICT OF MACKENZIE

SALE OF USED ITEMS TO THE PUBLIC POLICY

Established by Council on May 28, 2001 - Resolution No. 22634
Amended by Council on January 14, 2008 – Resolution No.25956
Amended by Council on February 12, 20XX – Resolution No. XXXXX

PURPOSE

Council seeks to offer for sale items no longer in use by the District of Mackenzie in its operations. Vehicles and any other items that have a trade-in value are exempt from this policy.

ELIGIBILITY

Any individual, business or other party (the public) is eligible subject to the following conditions:

CONDITIONS

- 1) A fixed annual date for the Surplus Auction will set a consistent schedule for disposing of surplus items at a manageable rate. Departments that miss the deadline for including items in the auction of a given year can include them the following year.
- 2) The Chief Financial Officer determines starting/minimum bids on items.
- 3) Notice is published two (2) times to inform the public of the location and time for inspection of the items.
- 4) Bids are submitted by individual tender slip by the public to provide private bid submissions on each item.
- 5) The highest submission for each item is the successful bidder.
- 6) As part of the bidding process, bidders agree not to withdraw from their bids. In extenuating circumstances bids may be withdrawn, but only at the discretion of the Chief Administrative Officer.

- 7) Successful bidders are notified on a Monday and given until the end of the following Friday (twelve(12) days) at 4:00pm to provide payment, sign required documentation and remove item.
- 8) Payment must be cash, certified cheque, debit card or credit card and payment must be made prior to taking ownership or moving the item(s). All items are subject to PST and GST.
- 9) If any submissions are unable to be paid, or the item is not removed by 4:00 pm on the following Friday the bid is returned, and the next highest submission will be the successful bidder.
- 10) After all successful bids are processed, all unsold items are presented for donation to charitable organizations and non-profit societies. These organizations are notified on a Monday and have until the following Friday to claim items they are interested in receiving.
- 11) Any items that are not disposed of by auction or by donation that are above \$1,000 will be submitted to BC Auction.
- 13) The Contract of Sale of Goods (receipt) is attached.

CONTRACT OF SALE OF GOODS (ABSOLUTE)

THIS CONTRACT DATED

BETWEEN:

THE DISTRICT OF MACKENZIE

P.O. BAG 340
MACKENZIE, BC, V0J 2C0

(the "Seller")

OF THE FIRST PART

AND:

(the "Buyer")

OF THE SECOND PART

WHEREAS the Seller

- (a) is in possession of the goods and specified goods hereinafter described, and
- (b) has agreed with the Buyer for the absolute sale to him of the same upon the terms and conditions and for the consideration hereinafter set forth.

NOW THIS INDENTURE WITNESSES:

In consideration of and for the sum of: _____

of lawful money of Canada, and other good and valuable consideration, paid by the Buyer to the Seller at or before the sealing and delivery of this Contract, the receipt whereof the Seller hereby acknowledges, the Seller hereby sells, assigns, transfers and sets overall and singular the goods and specific goods (hereafter collectively called the "said goods"), hereinafter described in Schedule "A" attached hereto and all the right title, interest, property, claim and demand of the Seller thereto and therein, unto the Buyer, to and for its sole and only use forever.

1. The Seller hereby covenants, promises and agrees to and with the Buyer:

- a. that all of the said goods are now IN THE POSSESSION OF the Seller as defined in the SALE OF GOODS ACT;
- b. that the Seller, is now rightfully and absolutely possessed of and ENTITLED TO the said goods hereby sold and assigned, and to all and every part of them (save as aforesaid);
- c. that the Seller, now has in himself GOOD RIGHT TO SELL and ASSIGN the said goods unto the Buyer in the manner aforesaid and according to the true intent and meaning of this Contract (save as aforesaid).

2. The parties to this Agreement hereby covenant and agree as follows:

- a. that the said goods hereby sold are sold on an as is, where is basis and that the Seller makes no representations or warranties to the Buyer of any nature whatsoever regarding the condition of the said goods;
- b. that the Buyer shall be responsible for collecting the said goods from the Seller and delivering the said goods to the Buyer at no cost to the seller;
- c. that the Buyer shall pay any and all taxes, duties, rates and charges that may be imposed by any federal, provincial, state or local government as a result of this sale, and that the Buyer will indemnify and safe the Seller harmless from any liability for any such tax, duty, rate or charge.

3. This contract shall be governed by the laws of British Columbia.

IN WITNESS WHEREOF the parties hereto have set their hand as of the day and year first above written.

For the DISTRICT OF MACKENZIE

For the Buyer

Print Name

Chief Financial Officer

Signature

SCHEDULE "A"

Description of Goods