

Terms and Conditions

1. "As Is:" The Vehicle is sold "as is" without any warranty of any kind and no representations are being made as to operational status or fitness for any purpose or use for any purpose or as to any characteristic of the Vehicle ANY SUCH WARRANTIES BEING EXPRESSLY WAIVED.
2. Availability: If the previous owner retrieves the vehicle prior to the closing time of the auction, all bids on the vehicle become null and void.
3. Payment Terms: The Purchaser must arrange for the receipt by GHDPs of the bid price of the vehicle plus a \$55 auction fee on or before 5:00 p.m. on the fifth (5th) business day after the Auction. Payment must be in cash or credit card. If a credit card is used, an additional 3% fee will be assessed to pay for the credit card transaction. Upon payment and presentation of government issued photo identification, GHDPs will issue a written receipt and Bill of Sale.
4. Pick up: The Purchaser must pick-up the Vehicle from the storage lot at which it is being stored after payment but within the same five business (5) days after the Auction. If the Vehicle is not picked up within this same five (5) day period, it will be considered abandoned under MCL §257.252a, and the Purchaser will be subject to a civil infraction, additional storage fees, a civil fine of \$50 plus court costs and the Vehicle may be resold pursuant to of MCL §257.252(g). In addition to these remedies, GHDPs may pursue the full purchase price of this Agreement, plus the \$55 Auction fee in a court of law.
5. Adherence to Legal Requirements: Purchaser will adhere to all legal requirements for operation of motor vehicles including license, registration and insurance.
6. Merger and Modification: This represents the entire understanding between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by the authorized representatives of the Purchaser and GHDPs.
7. Covenant: Other than an action to enforce the terms of this Agreement, Purchaser covenants not to sue City of Grand Haven, Grand Haven Public Safety, or any employee or the towing company holding the vehicle.
8. Execution: The Purchaser attests that he or she has the authority to bind the vendor by signature below.
9. Valid bid requirements: Only properly completed official bid forms received prior to the auction closing time are valid. A properly completed bid must include all of the following: 1) Full legal name, date of birth, address, and phone number of the bidder; 2) Valid Email address to send bid receipt and winner notification; 3) Vehicle auction ID, Year, Make, and model matching the vehicle posted for sale; 4) Bid amount in United States currency clearly listed; 5) Signature of bidder agreeing to all terms and conditions herein.
10. Determining winning bid: The highest valid bid for each vehicle is the winning bid. In the event more than one valid bid for the highest value are received, the first bid received is the winning bid. If the date of receipt is the same, the first bid opened is the winning bid.