

Auction of Abandoned Vehicle
Terms and Conditions

1. Waiver of Claims

The vehicles (which includes vehicles, trailers and vessels) offered for sale will be sold "as is and where is", without warranty to the highest bidder. Please be aware that there are no keys to the vehicles.

2. Vehicle viewing

All prospective bidders are encouraged to view the vehicles prior to bidding. In no case will failure to view constitute grounds for the withdrawal of a bid. All prospective bidders must sign-in at the designated sign-in table. Vehicles available for auction will be clearly labeled with an item number. No person may enter or touch any vehicle in the impound lot. This impound is on a gravel lot, please use caution and have appropriate footwear. Children under the age of 12 will not be allow in the impound lot.

Location: Kona Abandoned Vehicle Impound Lot located at 74-598 Hale Māka'i Place, Kailua-Kona, HI 96740 (across of the Kealakehe Police Station). The viewing days and hours are as follows:

- Friday, October 21, 2016 7:30 a.m. – 1:00 p.m. and 2:30 p.m. – 5:00 p.m.
- Saturday, October 22, 2016 9:00 a.m. – 5:00 p.m.
- Sunday, October 23, 2016 8:00 a.m. – 4:00 p.m.

3. Submission of Bids

Bidders must deposit twenty five percent (25%) of the bid price with their sealed bid. Bids must be at or above upset price and will be accepted in whole dollar amounts only. Only signed bids will be accepted. Any bidder defaulting on the payment or cancelling their bid shall forfeit their deposit. Bid deposits of unsuccessful bidders will be refunded. Bid deposits of successful bidders will be applied to their bid price.

Bidders may submit a completed bid form and deposit to the following locations:
(Please note dates and times differ by location)

*Envelopes should be clearly labeled "**BIDS FOR ABANDONED VEHICLES**"*

a. Drop off:

- ❖ Department of Environmental Management 345 Kekūanāo'a Street, Suite 41, Hilo, HI 96720
DO NOT MAIL TO THIS ADDRESS. BIDS WILL NOT BE ACCEPTED VIA MAIL.
 - Friday, October 21, 2016 7:45 a.m. - 4:30 p.m.
- ❖ West Hawai'i Civic Center 74-5044 Ane Keohokalole Highway, Building F, Kailua-Kona, HI 96740
 - Monday, October 25, 2016 7:45 a.m. – 10:00 a.m.
- ❖ Abandoned Vehicle Impound Lot 74-598 Hale Māka'i Place Kailua-Kona, HI 96740
 - Friday, October 21, 2016 7:30 a.m. – 1:00 p.m. and 2:30 p.m. - 5:00 p.m.
 - Saturday, October 22, 2016 9:00 a.m. – 5:00 p.m.
 - Sunday, October 23, 2016 8:00 a.m. – 4:00 p.m.

BIDDERS SHALL BE SOLELY RESPONSIBLE FOR THE TIMELY ARRIVAL OF THEIR BID. NO EXCEPTIONS.

4. Re-titling of Vehicles

The Department of Environmental Management does **NOT** guarantee the titling of any vehicle sold at this auction. The final determination if and/or how any vehicle may be titled will be that of Department of Finance, Vehicle Registration and Licensing or other appropriate Government agency.

5. Award

The highest bidder will be notified via telephone on Tuesday, October 25, 2016. Award announcement will begin at 9:00 a.m. on Tuesday, October 25, 2016 at the West Hawai'i Civic Center 74-5044 Ane Keohokalole Highway, Building F, Kailua-Kona, HI 96740. Any bidder defaulting on the payment will be rejected and the next highest bidder will be awarded the bid. In the event of a tie bid, the award shall be awarded to the responsible bidder who first submitted the high bid.

6. Cancellation of Bids/Awards

After bids are submitted, bidders are not allowed to modify or withdraw their bid(s). The Director or Deputy Director of Environmental Management reserves the right to cancel an award at any time.

7. Payment

No refunds or adjustments will be made on any award(s). The successful bidder will be required to remit full payment by cash or draft drawn on a financial institution (cashier's check, traveler's check, money order) by Tuesday, October 25, 2016 by 5:00 p.m. Cashier's check, traveler's check or money orders must be made payable to **Director of Finance, County of Hawai'i**. Upon receiving full payment the successful bidder will be issued a bill of sale. Vehicles can be removed at the listed dates and times only. Successful bidders can make their full payment in person at:

West Hawai'i Civic Center 74-5044 Ane Keohokalole Highway, Building F,
Kailua-Kona, HI 96740

- Tuesday, October 25, 2016 immediately following award until 5:00 p.m.

8. Default on Payment

Bidders are cautioned to bid only on items they are prepared to pay for and remove in accordance with the terms and conditions of this auction. If the successful bidder fails to pay for an awarded item in accordance with the Terms and Conditions, the bidder agrees forfeit their deposit. In the event of a default, the award shall be awarded to the next highest bidder.

9. Removal

Successful bidders must have the original bill of sale at the time of removal. The successful bidder must remove the vehicles at their own expense. Absolutely no on-site repairs or car parts/component change outs are allowed at the County impound lot. Jump starting, replacing a dead battery and/or inflating tires at the successful bidder's expense will be allowed. No service of any kind will be furnished by the County. *PLEASE NOTE THAT ALL VEHICLES MUST BE TOWED AWAY BY A TOW TRUCK OR TOW BAR. TOWING AWAY ANY VEHICLE WITH A TOW STRAP IS NOT PERMITTED.*

Removal location and schedule listed below:

Abandoned Vehicle Impound Lot 74-598 Hale Māka'i Place Kailua-Kona, HI 96740

- Tuesday, October 25, 2016 immediately following award until 5:00 p.m.
- Wednesday, October 26, 2016 8:00 a.m. – 4:00 p.m.
- Thursday, October 27, 2016 10:00 a.m. – 1:30 p.m.
- Friday, October 28, 2016 10:00 a.m. – 1:30 p.m.
- Saturday, October 29, 2016 8:00 a.m. – 3:00 p.m.

The purchaser will forfeit the payment and the purchased vehicle(s) if not removed by Saturday, October 29, 2016 by 3:00 p.m.

Please remember this is a vehicle impound lot and there will be many tow trucks and vehicles moving around. Please be careful and aware of your surrounds. The County reserves the right to limited the amount of tow trucks and/or vehicles within the impound lot at the time of removal for public safety.

10. Refunds for Unsuccessful Bidders

Announcement of the awards will begin at 9:00 a.m. on Tuesday, October 25, 2016. Refunds will available for pick up once the award announcement is complete. Refunds that are not picked up by 5:00 p.m. on Tuesday, October 25, 2016 will be mailed to the address included on the bid form. Cash will not be mailed; a check will be issued in its replacement.

11. County's Rights & Remedies

The Director or Deputy Director of Environmental Management reserves the right to withdraw any items being offered at any time before bid opening commences. The Director or Deputy Director reserves the right to cancel an award at any time. Should the successful bidder fail to remove the vehicle(s) from County property within the specified time, or fail to make payment as specified, the County reserves the right to re-sell the vehicle(s) or to award the bid to the next highest bidder. In such event, the defaulting bidder shall forfeit all claims to the proceeds and to the vehicle(s) and shall receive no reimbursement for any expenses whatsoever. The defaulting bidder shall also forfeit all amounts paid for the sale. Furthermore, the Director or Deputy Director reserves the right to suspend the defaulting bidder from bidding on any County auction for a period of one year or longer.

12. Waiver of Minor Deviations

The Director or Deputy Director of the Department of Environmental Management reserves the right to waive and/or accept any minor deviations from the Terms and Conditions, if in the Director's or Deputy Director's opinion such waiver will be in the best interest of the County, and that such waiver shall not in any way affect the standards of performance or operation.

13. Interpretation

In case of any doubt as to the interpretation of these Terms and Conditions, the interpretation given and made by the Director, Deputy Director or the Director's authorized representative shall govern and control.

14. Examination of Documents

It will be conclusively presumed that the bidder has read, examined, and agreed to each and every term, condition, provision, covenant or agreement in these Terms and Conditions.

15. Indemnity

The successful bidder shall be responsible for all damages to persons or property that may occur in the removal and subsequent use or disposal of the described vehicle(s) as a result of successful bidder's conduct or negligence, or the conduct or negligence of its employees, agents or representatives. Successful bidder shall indemnify and save the County and all of its elected and appointed officials, volunteers, agents, and employees harmless against any liability, claims, demands, or causes of action of any nature whatsoever for damages of any kind which may result from the conduct or activities of successful bidder, its employees, agents or representatives in the removal and subsequent use or disposal of the described vehicle(s), and agrees at successful bidder's expense to defend any legal or other action brought against the County, its elected and appointed officials, agents and employees founded upon any such liability, claim, demand or cause of action, and pay any attorneys' fees incurred by the County, its elected officials, volunteers, agents and employees in connection therewith.

16. Compliance with Laws

The successful bidder will observe, perform, and comply with all laws, statutes, ordinances, rules and regulations of the Federal Government, State of Hawai'i, County of Hawai'i, or any department or agency of the above. The successful bidder shall also indemnify, save and hold harmless, the County, its officers, agents, and employees, against all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance, non-performance or non-compliance with the said laws, statutes, ordinances, and rules and regulations.