

**SURPLUS BID FORM / AGREEMENT**  
Bid Opening: April 1, 2022 at 12:00 p.m.  
**Bids Due: April 1, 2022 by 11:00 a.m.**

Items listed below will be sold for best offer providing offer is not less than the estimated value as-is or as recycled. All sales cash. Sales tax to be added.

Items: (1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

I, \_\_\_\_\_ (purchaser), hereby certify the following to the Ferndale School District (seller):

1. The purchaser represents that he/she is purchasing the items named above "as is". In particular, THE SELLER MAKES NO WARRANTY OR REPRESENTATION ABOUT THE PERFORMANCE ABILITY OF THE ITEM, ABOUT ITS PRESENT STATE OF REPAIR, ABOUT ITS CONDITION OR MAINTENANCE OR ABOUT ITS ABILITY TO FUNCTION IN ANY RESPECT.

The purchaser also acknowledges that the seller has given him/her the opportunity for full and complete investigation, examination and inspection of the items which (s)he has purchased from the seller.

2. Purchaser releases the District from all responsibility for injury to person or damage to property that arises out of his removal of said items and agrees to defend and hold the District harmless from any and all claims, causes of action, damages, expenses, liability or judgments arising out of his performance of the obligations of this Agreement.
3. Purchaser will remove said items from the District's property at Purchaser's sole risk and expense, which removal Purchaser hereby agrees to completely accomplish at a time agreed to by the seller.
4. Purchaser agrees to provide Digital Data Destruction Certificate when awarded successful bid for technology items sold in lots.
4. A party who necessitates legal expense to enforce any of the obligations set forth in this Agreement shall be responsible for the attorney fees and costs involved in said enforcement efforts.
5. A summary or restatement of the disclaimer and release contained in this Agreement is as follows:
  - A. PURCHASER IS PURCHASING THE ITEMS AND MATERIALS DESCRIBED IN THIS AGREEMENT "AS IS," "WHERE IS," IN THEIR PRESENT CONDITION WITH ALL FAULTS AND WITH NO GUARANTEES, WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, QUANTITY, OR OTHERWISE.
  - B.

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B. PURCHASER ASSUMES FULL RESPONSIBILITY FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ARISING OUT OF HIS OBLIGATIONS UNDER THIS AGREEMENT; RELEASES THE DISTRICT FROM SAID INJURY OR DAMAGE TO HIMSELF; AND WILL DEFEND AND HOLD THE DISTRICT HARMLESS FROM SAID INJURY OR DAMAGE TO ANYONE OTHER THAN HIMSELF.

6. This Agreement contains all the understandings, representations and undertakings of the parties and may only be changed by a written amendment signed by both parties.

7. I offer the following bid(s) for the items described below:

Bid Item	Written Dollar Amount	Numerical Dollar Amount
1.		
2.		
3.		

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Return this form in a sealed envelope **on or before April 1, 2022, 11:00 a.m.** to:  
Mr. Mark Deebach,  
Assistant Superintendent for Business & Support Services  
Ferndale School District No. 502  
6041 Vista Drive  
P.O. Box 698  
Ferndale, WA 98248