

**MATAGORDA COUNTY NAVIGATION DISTRICT NO. 1**

**SEALED BID FORM for SALE OF SURPLUS PROPERTY – SAILBOAT**

Property Description: 1980 Eastward Ho 24 23-ft Fiberglass Sailboat, TX-7390-ZC

I (We) make the following cash offer for the Surplus Property as listed below:

\$ \_\_\_\_\_ (dollars)  
*[Enter amount of bid numerically (in numbers) and alphabetically (fully written). In the event of ambiguity or inability to reconcile to the enclosed payment, the District reserves the right to reject the bid.]*

I (We) have read, understand and agree that by submitting this bid/purchase offer I (we) agree and attest to the following terms and conditions:

Included with this Sealed Bid Form is a payment in the form of a cashier's check, certified check or personal check in an amount equal to the bid for the Surplus Property, payable to Matagorda County Navigation District No. 1 ("MCND#1"). The payment for the unsuccessful bids or rejected bids will be returned to the address listed on the Sealed Bid Form if payment is not retrieved by bidder within three (3) days after notification of unsuccessful bid.

Matagorda County Navigation District No. 1 reserves the right to accept or reject any and all bids and to waive any formalities in the bidding. The sale of the Surplus Property to the winning bidder is subject to the approval of the MCND#1 Board of Commissioners.

If the successful bidder fails, or refuses, to consummate the purchase transaction following the approval of the bid by MCND#1 Board of Commissioners, a penalty of 10% of the offered bid shall be retained by MCND#1 as liquidated damages.

The Surplus Property must be accepted by the successful bidder "as is, where is, with all faults" based upon the bidder's own investigations and not in reliance upon any statements or records furnished to the bidder by MCND#1.

To the maximum extent allowed by law, MCND#1 shall expressly disclaim, and Bidder shall expressly waive, any warranty or representation, express or implied, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular purpose.

MCND#1 disclaims responsibility as to the accuracy or completeness of any information relating to the Surplus Property for sale, and for any misrepresentations, failures of disclosures, errors or negligent or wrongful acts occurring in the context of or pertaining to the solicitation of bids or closing of the transaction.

Bidder shall waive and release any rights Bidder may have, either now or in the future, to undertake any legal or equitable action against MCND#1 for failure of MCND#1 to properly advertise or notice the sale of the Property or to properly conduct the sale of the Property and Bidder shall covenant not to sue MCND#1 in connection with the advertisement, notice of the sale or the sale of this Surplus Property.

Successful bidders shall be responsible for removing the Surplus Property from Port premises at the purchaser's sole cost and expense. The Surplus Property must be removed from Port

