

**VENTURA PORT DISTRICT
VENTURA, CALIFORNIA**

**NOTICE INVITING BID FOR
SURPLUS PROPERTY SALE**

1 NOTICE IS HEREBY GIVEN that sealed bids will be received by the Ventura Port District (“District”), Ventura, California for the sale of Surplus Property with an approximate value over \$5,000.00.

2 DATE OF LARGE ITEM WITH AN APPROXIMATE VALUE OVER \$5,000.00 VIEWING – Item listed under item 4 can be inspected on **Monday, December 6, 2022 from 10:00AM to Noon.** Viewing location: Ventura Harbor Boatyard, 1415 Spinnaker Drive, Ventura, CA 93001. Additional viewing dates may be available by request. Please contact Harbormaster, John Higgins at (805) 914-0058 to set up a viewing.

3 DATE OF OPENING BID FOR ITEM WITH AN APPROXIMATE VALUE OVER \$5,000.00 – Bids must be filed with the Ventura Port District at 1603 Anchors Way Drive, Ventura, California, 93001 no later than, **Friday, December 9, 2022 at 10:00AM,** at which time and place all bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **“Sealed Bid for Surplus Property Sale.”** **Property must be removed by December 16th.**

4 DESCRIPTION OF LARGE ITEMS WITH AN APPROXIMATE VALUE OVER \$5000.00 FOR SALE (SEALED BIDS)–

1986 29’ Seaway Fiberglass over Wood Hull. Hull ID: SWY028400486. The vessel does not run and has been totally submerged for over 8 hours. There is significant damage to the hull, electronics, and motors. The vessel is incomplete, and parts may be missing as a result of the accident. No preventative care was done after the submersion to preserve the motors or electronics. The boat was deemed to be a complete loss for insurance purposes and is being sold “AS IS” with no warranties. There is no trailer and winner is responsible for coordinating the vessel removal.

Please find the item of surplus property for sale at www.venturaharbor.com - Port District Business - Public Bidding; the item will be sold as is, and cash or cashier’s check only. The minimum bidding price will start at \$1,000.00.

BID SHEET

Bidder understands, acknowledges, and agrees that he/she must submit a bid to qualify. The awarding or rejection of bids shall be at the discretion of the Ventura Port District.

BID ITEM: 1986 29' Seaway Fiberglass over Wood Hull. Hull ID: SWY028400486.

The vessel does not run and has been totally submerged for over 8 hours. There is significant damage to the hull, electronics, and motors. The vessel is incomplete, and parts may be missing as a result of the accident. No preventative care was done after the submersion to preserve the motors or electronics. The boat was deemed to be a complete loss for insurance purposes and is being sold "AS IS" with no warranties. There is no trailer and bidder is responsible for coordinating the vessel removal.

The minimum bidding price will start at \$1,000.00.

\$ _____

Note:

- Item will be sold "AS IS."
- Cash or cashier's check only.
- Property must be removed by December 16th.
- Bidder responsible for coordinating vessel removal.

AGREEMENT AND RELEASE FROM LIABILITY

1. Voluntary Participation. The undersigned hereby acknowledges that he/she/it has voluntarily entered into an agreement with VENTURA PORT DISTRICT, a port district formed under and pursuant to Part 4 of the California Harbors and Navigation Code of the State of California (“VPD”) for the purchase of certain of its property, more specifically described as: 1986 29’ Seaway Fiberglass over Wood Hull. Hull ID: SWY028400486 (“Property”).

2 Release. The undersigned hereby agrees for itself, its successors-in-interest, assignees, heirs, distributees, guardians, and legal representatives, not to make a claim against, sue, or attach the property of VPD on account of any injury or damage resulting from the use of the Property. The undersigned also hereby releases VPD from all actions, claims, or demands that he/she/it, or its successors-in-interest, assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from the use of the Property.

3. “As Is” Condition of Property. The undersigned accepts possession of the Property on an “as is” basis, and the Parties agree that the Property shall be sold with no right of set-off or reduction in the purchase price. The undersigned accepts the Property as of the date of this Agreement, in said “as is” condition.

4. No Representations by VPD. No representations or warranties, expressed or implied, have been or are being made to the undersigned by VPD with respect to the Property, including, without limitation any warranty of merchantability, fitness for a particular purpose, and any other warranty. The undersigned is entirely relying on his/her/its own investigation of the Property.

5. Knowing and Voluntary. THE UNDERSIGNED HEREBY CONFIRMS THAT HE/SHE/IT HAS CAREFULLY READ THIS RELEASE AND FULLY UNDERSTANDS ITS CONTENTS, IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT WITH VPD, AND HAS SIGNED IT OF HIS/HER/ITS OWN FREE WILL.

Executed _____, at _____, California.

DATED: _____

[SIGNATURE]

[PRINT NAME]