

Please have the buyer complete this page if there is no written approved contract between the buyer and Carnegie Mellon University for the sale of the property. If there is a contract, attach or describe the contract below and refrain from completing the remainder of this page.

Sold to:

Buyer Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Terms and Conditions of Sale:

Payment is due at the time of sale in cash or by check or money order payable to "Carnegie Mellon University." Unless otherwise agreed in writing by Carnegie Mellon, buyer is responsible for all packaging, handling and shipping costs, and is responsible for arranging packing and transportation services necessary to remove the property from Carnegie Mellon's premises. Title to the property sold and risk of loss thereof passes to the buyer upon receipt by Carnegie Mellon of payment in full of the amount due.

THE PROPERTY IS SOLD ON AN "AS IS" BASIS. CARNEGIE MELLON MAKES NO WARRANTIES OF ANY KIND ARISING OUT OF OR RELATING TO THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. CARNEGIE MELLON SHALL NOT BE LIABLE TO BUYER FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THE PROPERTY FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CARNEGIE MELLON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

Buyer shall defend, indemnify, and hold harmless Carnegie Mellon and its trustees, officers, employees, attorneys, and agents from and against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses) incurred by or imposed upon any of Carnegie Mellon and/or its trustees, officers, employees, attorneys, and agents in connection with any claim, suit, action or demand arising out of or relating to buyer's use or inability to use the property, under any theory of liability (including without limitation, actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis), except to the extent any such claim, suit, action or demand arises out of or relates to the gross negligence or willful misconduct of any of Carnegie Mellon or its trustees, officers, employees, attorneys, or agents (but only in each case when acting in such capacity).

By signing below, buyer acknowledges and agrees that buyer has read and understands the above terms and conditions of sale and agrees to them with the intent to be legally bound and (i) if buyer is an individual, the buyer is at least 18 years of age, or (ii) if buyer is an entity, the person signing on behalf of the buyer is an authorized representative of buyer.

Buyer **Signature** **Date**

Title

Finance Division Use

Processed By

Signature **Date**

Submit completed form to Taxation
at taxdept@andrew.cmu.edu.

Sale of University Form Instructions

General Instructions

1. This form must be completed for all sales of university property and submitted to Taxation at taxdept@andrew.cmu.edu.
2. Property must be made available to campus organizations first. Advertisement must take place for at least a week in "The Piper Weekly" e-newsletter, IT distribution list, etc. If there is no interest from campus organizations, the property may be sold to individuals within or outside the campus. Proof of advertisement must be attached to this form.
3. If the property being sold is a capital asset, in addition to this form, the [Disposition of Movable Assets form \[pdf\]](#) must be completed and submitted to Property Accounting Services at PropertyAccounting@andrew.cmu.edu.

Original Funding Source

The source of original funding for the asset must be identified by selecting the button next to the corresponding source. An asset provided by or purchased with funds from an externally-sponsored award, gift or donation, or an international campus partner (e.g., Qatar Foundation, Government of South Australia or FCT) may, by contract, be restricted from being sold or carry certain obligations that must be met before the asset is sold. Before the asset is sold, you must contact the relevant department to seek authorization (i.e., clearance) from that department that the asset does not have any restrictions that would affect the sale of the asset (and if the asset can be sold, but there are restrictions, the sale of the asset must comply with those restrictions).

If the asset was provided by or purchased with funds from:

- Departmental or discretionary funds, no additional authorization or clearance is needed,
- An externally sponsored award, authorization or clearance is needed from [Sponsored Projects Accounting](#) (signature on form),
- A gift or donation, authorization or clearance is needed from [University Advancement](#) (signature on form),
- An international campus partner, authorization or clearance is needed from [International Finance](#) (signature on form).

YOU MUST ENSURE THAT ALL CARNEGIE MELLON OR THIRD PARTY CONFIDENTIAL OR PROPRIETARY INFORMATION HAS BEEN DELETED FROM ANY PROPERTY (E.G., PERSONAL COMPUTERS) BEFORE IT IS SOLD.

Fair Market Value (FMV)

FMV must be determined and documented on the form. Please select the button that identifies how the FMV was determined and enter the FMV amount. For "Other," please indicate the source of the FMV determination (e.g., Craigslist, eBay, Usedprice.com, a reputable independent third-party appraisal). Attach documentation supporting the FMV determination (e.g., appraisal screen print from internet).

Sale Transaction and Tax

The required tax amount and the type of tax are based on the location of the sale of property.

PA (CMU Main Campus) - 7% sales tax must be applied to the sale.

CA (West Coast Campus) - the sales tax percentage in CA is different for each city and county ranging between 6% and 9%. Contact Taxation to determine the correct sales tax percentage.

NY (Tepper Campus) - 8.875 % sales tax must be applied to the sale.

If property is sold in any state other than those listed above, contact Taxation at TaxDept@andrew.cmu.edu.

If the buyer is a tax-exempt organization, a signed copy of the buyer's sales tax exemption certificate for the relevant state tax must be attached.

Terms and Conditions of Sale

Page two must be completed by the buyer at the time of the sale unless the asset was sold pursuant to a written contract between buyer and Carnegie Mellon that was approved by the [University Contracts Office \(UCO\)](#) or the [Office of General Counsel](#). If the asset was sold pursuant to a written contract between buyer and Carnegie Mellon approved by one of the above departments, then page two should not be completed. Instead, a copy of that contract should be attached to this form or, alternatively, a brief description of the contract should be stated on page two (e.g., property sold pursuant to an agreement of sale, dated (month/date/year) between _____ and Carnegie Mellon that was approved by the UCO).