

## AUCTION TERMS & CONDITIONS

- 1) All bidders must register and obtain a paddle. A minimum deposit of 50% or \$100, whichever is greater, is required upon your first purchase. The Auctioneer and/or Bookkeeper reserve the right to collect additional deposits with additional purchases throughout the Auction. Vehicle and Real Estate terms may vary and apply. \$500 per vehicle is the minimum required deposit.
- 2) All persons attending the Auction or removing goods assume all risk of damage or loss to persons or property. The Auctioneer, Seller, Landlord, Trustee and/or Agent shall be released from any and all liability.
- 3) All property is sold "As-Is, Where-Is". ALL SALES ARE FINAL! All bidders are encouraged to inspect assets being sold during the preview period. Once an item is "sold", please do not ask us to remove it from your bill. At that time, subject to full and final payment, title of the property shall pass to the high bidder. The Auctioneer and Staff only provide information and descriptions to be used as guidelines with no guarantee as to accuracy.
- 4) Nothing can be removed during the Auction. Check-out times will be announced by the Auctioneer. Total responsibility for removal of purchases is that of the Purchaser, financially and physically. The Auctioneer cannot be responsible or liable for any moving, on or off-site. Purchasers must supply their own equipment and labor for removal.
- 5) The Auctioneer reserves the right to group, break or withdraw lots. The Auctioneer shall have absolute discretion in case of a disputed lot and reserves the right to reopen the bidding on such disputed lots.
- 6) Any person who bids in bad faith or disrupts the Auction may be restricted from bidding and/or required to leave the Auction site.
- 7) The Auctioneer, at their sole discretion, may reject any nominal or fractional bid advances in order to maintain the flow of the Auction.
- 8) Any and all Bidders and/or Sellers have the right to protected identities during the auction, if so desired.
- 9) PAYMENT: Cash or Cashier's Check only - made payable to STAMPLER AUCTIONS. Nothing leaves the Auction premises without payment in full. No personal or company checks will be accepted unless accompanied by specific bank "Guarantee" letter addressed to Stampler Auctions. Applicable Sales Tax will be added to all purchases, unless the purchaser has a valid resale certificate and is purchasing for resale or export with proper documentation.  
15% Buyer's Premium is added to all purchases
- 10) Information to complete an IRS 8300 form will be required for payments of \$10,000 or more made in cash or cash equivalent, as determined by the IRS.
- 11) All items are sold by the piece times the bid price. Buyer must take entire lot and pay for overages or be reimbursed for shortages, if applicable. No claims or shortages of any nature will be recognized after removal.
- 12) The purchaser agrees to pay all bills, invoices and/or debts owing to Stampler Auctions in accordance with the agreed upon terms of sale. In the event such bills, invoices and/or debts are not paid when due, they will accrue late charges at the rate of 18% per year or the maximum interest allowed by law, whichever is greater. Purchaser also agrees to reimburse Stampler Auctions and/or Seller for any Attorney's fees, costs and/or collection fees Stampler Auctions may incur in its effort to collect any past due amounts or enforce any agreed upon terms of sale. Venue for any litigation is agreed to be in Broward County, Florida. The Auctioneer and/or Seller reserve the right, in addition to other remedies, including without limitation to enforce any or all of the following at its sole discretion:
  - a) Hold the Purchaser liable for the bid price, plus buyer's premium and fees.
  - b) Cancel the specific sale, retaining any and all payments made by the Purchaser as liquidated damages.
  - c) Resell the property, without notice, at public or private sale. In such event, the original Purchaser shall be liable for any deficiency, sale costs, commission, storage and any extra expenses, including attorney's fees.
  - d) Seek specific performance and hold the bidder liable for all costs associated.
- 13) Any and all announcements made by the Auctioneer will take precedence over any previously printed or verbal statements, brochures, newspaper ads, etc.