

Key Auctioneers Terms of Sale

1. **NO WARRANTIES** – Everything is sold “AS IS / WHERE IS” with no warranties, representation or guarantees expressed, implied, or otherwise given.
2. **SALES TAX** – Sales tax will be charged and collected on all purchases, as required by appropriate state/local laws. Sales tax exemption number, where applicable, must be presented at the time of bidder registration. To qualify for any available exemption, buyer must sign any required form.
3. **ADDITION TO OR WITHDRAWAL FROM SALE** – The auction company reserves the right to withdraw from sale any of the items; to sell at this auction items not listed; to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. The auction company also reserves the right to sell all of the items listed in bulk.
4. **PAYMENT** – Payment may be made by Visa, MasterCard, Amex or Discover cards. **Business or personal checks will be accepted ONLY with a Bank Letter of Guarantee. No exceptions!**
5. **DISPUTE BETWEEN BIDDERS** – If there is any dispute between two or more bidders, the auction company or its’ auctioneer, may decide the successful bidder, or may resell by immediately putting the lots up for sale again. The decision of the auction company, or its’ auctioneer, shall be final and absolute.
6. **CONDITION OF ITEMS SOLD** – All information is believed to be accurate, but the auction company shall not be responsible for the correct description, authenticity, genuineness of, or defect in, any lot, and makes no warranty in connection therewith. No allowances will be made or sale set aside because of any incorrectness, error in cataloging or any imperfection not noted. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold “as is” and without recourse.
7. **BIDS** – Bids will not be accepted from international bidders unless they or their agent are present at sale. Absentee (proxy) bids may be presented to the auction company in writing and must be accompanied by credit/debit card number, which will be verified for your maximum bid amount and applicable Buyer’s Premium prior to the sale. Buyer may deliver to auction company 48 hours prior to sale, maximum bid amount in certified funds, to be refunded in full if Buyer does not gain the successful bid. Said bids are subject to all terms and conditions of sale as listed herein or announced at the auction sale. When a bid for all goods in its’ entirety is offered, the highest price gained for the goods will be considered the successful bid and all other bids on separate items shall be considered unsuccessful. All absentee bids will be held in confidence. Auction Company may have a principal interest in this sale. Seller reserves the right to bid at this auction.
8. **COMPLIANCE WITH THE TERMS OF SALE** – In default of payment of bills in full within the time announced for this auction the auction company in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise, as liquidated damages. Lots not paid for within the time specified herein may be resold at public or private sale without further notice. Any resulting deficiency together with all expenses and costs of re-sale will be the responsibility of the defaulting purchaser. Each buyer in making a bid does herewith agree to comply with the terms and conditions as herein stated and as otherwise set forth. The failure or default by a successful buyer to fully comply with the terms and conditions herein will be treated as an immediate breach. Any deposit made shall be retained and applied toward any deficit in additional costs or charges as incurred to affect the resale of that property at private or public sale. There shall be no further notice required to the buyer once default has occurred. The obligation of the buyer shall be for costs as incurred, plus any deficit included arising from the buyers’ default.
9. **AUCTION COMPANY** – The auction company, when acting as Agent, is not responsible for the act of its principals.
10. **OWNERSHIP** – All items become the sole responsibility of the purchaser when auctioneer confirms your number as successful bidder. Although the auction company will exhibit reasonable care to safeguard purchases until removed by purchaser, no refunds or adjustments will be allowed for any shortages.
11. **REMOVAL** – Removal of purchased items shall be at the expense, liability, and risk of the purchaser. Purchases can be removed upon presentation of paid receipt to Auction Staff. Purchases may be paid for and removed at any time during the auction as long as the auction is not disrupted by this activity.
Dates/Removal Times: to be determined. Upon failure of purchaser to remove goods within time specified as posted or announced, Auction Company shall have the option of removing and storing the goods at expense and risk of the purchaser or deeming purchases forfeited. If purchases are determined to be forfeited, Auction Company may resell without notice at public sale or otherwise dispose of goods at risk and expense of purchaser. Purchaser shall remain liable for loss, expense, and damages arising from the purchaser’s default.
12. **NON-DELIVERY RESPONSIBILITY & ABANDONMENT** – Purchaser is responsible for removal of all their purchased items. No abandonment of purchased items is allowed. Purchaser will be responsible to pay the full cost of removal or disposal of abandoned items. Auction Company shall not, in any event, be liable for non-removal or abandonment, or for any other matter to any purchaser of any lot.
13. **PERSONAL AND PROPERTY RISK** – Persons attending during exhibition, sale, or removal of goods assume all risks of damage or loss to person and property and specifically release and indemnify the auction company from liability therefore. Neither the auction company nor his principal or seller shall be liable by reason of any defect in, or condition of, the premises in which the sale is held.
14. **RECORDS** – The record of sale kept by the Auction Company and bookkeeper will be taken as final in the event of any dispute.
15. **NOMINAL BIDS** – Any bid that is merely a nominal bid may be rejected by the Auction Company, or the auctioneer may reject fractional advance, if in his judgment it may adversely affect the sale.
16. **THE BUYER** does hereby assume and does agree to indemnify and hold the auction company and seller harmless from any future claim that shall pertain to the fitness or use of that asset as being purchased.
17. **ADDITIONAL TERMS AND CONDITIONS** – Additional terms and conditions of sale may be added by Auction Company by announcement or posted on the premises prior to the auction.
18. **BUYER’S PREMIUM** – A 15% Buyer’s Premium will be added to the bid price for purchases made through Bidspotter.com.