

Two Days of Gun Auctions!
Terms of Sale
April 9 & 10, 2010

SALE NAME: CONSIGNMENT & TACTICAL GUN AUCTIONS

BIDDER NAME _____ BIDDER# _____

PERSONAL PROPERTY TERMS AND CONDITIONS

1. The Auctioneer reserves the right to group items, add items, or delete items at his sole discretion.
2. Unless the sale of an article is advertised or announced to be otherwise, each lot is offered subject to the reserve price of the Seller. When an article is sold with reserve, the Auctioneer may bid on the Seller's behalf.
3. All transactions are subject to the BATFE and NFA Rules and Regulations as applicable. All non-controlled items must be removed today. Firearms and controlled items must be delivered to the buyer through the designated Federally Licensed Firearms Dealer at their normal place of business. Bidder must provide, at his own expense, all labor and cartage to remove the property.
4. Buyer shall pay all city and state sales, use and other taxes assessed, due to, or resulting from buyer's failure to provide proper documentation of exemption from such taxes. In the event a buyer should fail to qualify for firearms transfer for ANY reason, a 25% restocking fee will be charged to the buyer and deducted from refunded proceeds. Buyer also agrees to pay the appropriate Buyer's Premium and any other applicable fees at close of auction. (All Credit Card Transactions are subject to a 3% "Convenience Fee). BATFE and/or FFL Dealer Transfer Fees are to be paid to FFL dealer at time of Transfer. Purchase price, including Buyers Premium & applicable sales taxes are to be paid into designated trust account at close of auction. Those proceeds will be held in trust until completion of application process & payment of federal taxes per BATFE & NFA regulations.
5. The Auctioneer and Seller make no warranties or guarantees, expressed or implied, as to the genuineness, authenticity, or quality of any item. Auctioneer and Seller are not responsible for advertised discrepancies or inaccuracies. Reference in advertising by goods of letter, words, signs or figures or otherwise are for description only, and are not representations or warranties. Everything is sold "as is" and "where is", except as expressly made in writing. No warranties, expressed or implied, are made as to the merchantability of any items or their fitness for any purpose, or otherwise. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
6. In the event that the Bidder fails to pay the purchase price within the time prescribed by the Auctioneer, or fails to otherwise comply with the terms of this agreement, the Auctioneer may retain any deposit made by the purchaser until the item is later sold by subsequent auction. The Bidder shall be liable to the Auctioneer and Seller for any deficiency resulting

from the subsequent auction, after applying the deposit to said deficiency. The deficiency shall be an amount equal to the original auction sale price Plus all charges and expenses incurred as a result of resale, less the resale Purchase price.

7. Bidder agrees to indemnify and holds harmless the Auctioneer and Seller of any and all damages resulting from the removal of the property from the auction. Upon acceptance of the bid by the Auctioneer, the risk of loss to the property shifts to the Bidder.
8. The Bidder acknowledges that he has had the opportunity to examine the goods purchased and have exercised this clause.

SIGNATURE: _____

Oglesby and Company Auctioneers - AB2577/AU3313

Harris Auctions, LLC - AB2873/3858

SAMPLE