

Farmington Auto Auction

Terms and Conditions of Sale

ANNOUNCEMENTS MADE AUCTION DAY SUPERSEDE ALL PRIOR ADVERTISING

PREVIEW: 8am – 5pm, Thursday before sale and 8am – 12pm morning of sale.

REMOVAL: Vehicles must be removed **IMMEDIATELY** following the completion of the sale or a \$6.00 per day storage fee will be charged.

TERMS: Payment in FULL by Cash, Cashiers Check, Credit Card (additional fees apply) or Checks with current ORIGINAL BANK LETTER OF GUARANTEE.

Bank Letter must read: _____ is a customer of this bank. This bank will guarantee unqualified payment to the Farmington Auto Auction on acct# _____ up to the amount of \$ _____.

This letter expires (30 days after sale date).

NO EXCEPTIONS! NO PAY, NO RETURN!

All persons desiring to bid must be registered prior to the auction and must have obtained a Bidders Number. Children ARE NOT allowed on the auction lot.

The Farmington Auto Auction, hereinafter referred to as the FAA, reserves the right to add to or withdraw from the auction any items listed or not listed, to group individual lots into larger lots for sale, to subdivide lots into smaller lots for sale, or to sell all lots in bulk when it is in the interest of the Seller. Changes to or additional terms and conditions, additions, or deletions may be announced by the FAA before or during the course of the auction.

All items are sold **AS IS, WHERE IS** with no warranty, expressed or implied. The FAA shall not be responsible for the correct description, authenticity, genuineness, or defect in any lot and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, error in cataloging, imperfection, defect, or damage. Any description or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the Buyer to have inspected thoroughly the merchandise and to have satisfied himself or herself as to its condition and value and to bid based upon that judgment solely. X _____

Security for purchases is the responsibility of the Buyer and begins immediately upon the sale of each lot. Removal is at the expense, liability, and risk of the Buyer. The FAA shall not be responsible for goods not removed within the specific time period. The FAA shall not be responsible for non-delivery or for any other matter or thing to any purchaser of any lot, in any event.

The FAA reserves the right to reject any and all bids and to bid as agent on behalf of the Seller or any Absentee Bidder. The Seller reserves the right to bid on behalf of himself or herself and reserves the right for any agent so designated. The FAA is acting as Agent for the Seller and all representations made by the FAA are made on behalf of the Seller. The FAA is not responsible for the acts or representations of the Seller. Any recourse will be directed to the Seller and not to the FAA.

Settlement must be made in full immediately upon the completion of the auction by Cash, Cashier's Check, Credit Card (additional fees apply), or by check accompanied by a current bank letter of guarantee (to be presented upon registration). Seller shall retain full security interest in all merchandise paid by check(s) until such check(s) clear the bank. Title for merchandise passes directly from Seller to the Buyer. The FAA does not assume title to the merchandise between seller and buyer.

Items sold by count or weight will be charged to the Buyer at the unit sale price. Verified shortages in said items will be reimbursed to the buyer at the unit price. Overages in count or weight will be charged to the buyer at the unit price.

In addition to all other remedies allowed by law, the FAA may retain all monies received, deposited or otherwise, as liquidated damages. Merchandise not paid for and removed within the specific time period may be resold without notice. All expenses of resale and any deficiency will be charged to the defaulting buyer.

The FAA maintains sole authority to resolve disputes. Their decision shall be final and absolute. Upon the sale of each lot, the auctioneer announces the final sale price and successful Buyer's number. All questions or disputes regarding buyer, lot identity, price, or quantity must be resolved immediately upon the sale of said lot. No changes or adjustments will be made at any later time. The record of the sale kept by the auctioneer and sale clerk will be taken as final in the event of any dispute.

All persons attending preparation, inspection, sale, or removal of merchandise assume all risks whatsoever of damage or loss to person and property and specifically release the FAA from all liability therefore. The FAA shall not be liable by reason of any defect in or condition of merchandise.

I HAVE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND UNDERSTAND THEM FULLY.

Signature

Bidder's Number

Date