



Auction Terms and Conditions

1. AUCTIONEER reserves the right to bar anyone from participating in the auction or refuse admittance.
2. AUCTIONEER/Owners/Agents/Employees/TRS are not liable for any person, event or claim for injury or damage to any person or property of any kind or nature including act of God. AUCTIONEER makes no claim, warranty expressed or implied or any other representation as to the nature, condition, make, model, or function of any property real or personal at this auction.
3. All items will be sold as is, no guarantees expressed or implied. No statement anywhere, whether oral or written, shall be deemed such a guarantee, warranty, or representation. Prospective bidders should inspect the property before bidding to determine condition, size, etc. No refunds or credits will be issued. Buyer assumes all responsibility or damages to the product or for injury caused by the product when the hammer falls and the AUCTIONEER says "sold."
4. There is a 10% buyer's premium on all purchases. 3% discount for payment in full by cash or approved check (7%BP).
5. The products may not be removed from the premises until paid in full by cash, certified check or other approved means.
6. Children Under the age of sixteen must be accompanied by an adult at all times in the auction area and on auction grounds.
7. Purchaser (Bidder) eligibility: High bidder must be at least 18 years of age and have a photo ID. By participating as purchaser, the purchaser represents that he/she is: a) registered with TEXAS REMARKETING SERVICE (henceforth known as Auctioneer) to purchase; b) subject to the Terms and Conditions contained herein and other applicable auction rules, including but not limited to any local auction rules, as a condition of doing business at the Auction. Persons shall be considered registered if the person has completed all registration requirements of Seller and AUCTIONEER. Application for registration shall constitute authorization for Auctioneer to investigate and verify all information provided to Auctioneer. Purchaser agrees to consent to the use of his/her likeness for the purpose of future advertising for TEXAS REMARKETING SERVICE.
8. Sale Procedure: Unless designated by the AUCTIONEER, all sales will be deemed consummated when the AUCTIONEER's hammer falls and/or the AUCTIONEER says "sold", with the AUCTIONEER calling out the purchaser's bid badge number and sale price and the block clerk recording that sale and all specific terms thereof. All sales should be final and legally binding only when the highest bid is accepted by the seller and recorded or a subsequent offer or counteroffer is accepted and recorded. The seller and/or purchaser will be bound by the written record of the purchase and sale and the terms thereof, as orally announced to such parties. In the case of a tie bid, at the AUCTIONEER's discretion, bidding will be re-opened between the two parties in question ONLY. The AUCTIONEER'S decision on tie bids is final.
9. Payment Terms: All purchases must be paid for and/or payment arrangements made and all fees satisfied on day of sale. All payments are to be made by cash (US currency), cashier's check, personal check with a bank letter of guarantee, third-party bank draft or credit card.
10. Warranties: Seller covenants, guarantees and warrants that with respect to each item assigned for sale through the Auction that title will be transferred valid and free from all defects, liens, and encumbrances. Unless specified by the AUCTIONEER all items will be assumed as-is, where-is with no warranty expressed or implied.
11. AUCTIONEER and Seller are not responsible for any loss or damage to property at any time.
12. All decisions and conditions of sale set forth by the AUCTIONEER at the time of sale are FINAL.
13. Changes to Auction Terms and Conditions: These Auction Terms and Conditions are subject to change as amended. Any oral amendments made by the AUCTIONEER will supersede these terms and conditions are final.
14. Resellers must execute a resale certificate to receive a buyer's number without paying sales tax.
15. Delivery of Items: No item shall be delivered to purchaser before final payment is received by AUCTIONEER in collected funds and no item shall leave the premises until all financial obligations related to the sale of the item are met, including but not limited to all tax, title, and licensing fees. Ownership shall pass to the Purchaser when AUCTIONEER is paid with collected funds.
16. Miscellaneous: No waiver of the provisions hereof shall be effective unless in writing and signed by the AUCTIONEER. The Auction Terms and Conditions shall bind the respective heirs, executors, administrators, successors and assigns of the purchaser and inure to the benefit of the AUCTIONEER and seller and its successors, assigns and subrogates. These Auction Terms and Conditions and any and all agreements or authorizations executed by purchaser or Seller in connection herewith shall be governed by and interpreted in accordance with the substantive laws of Texas without resort to principles of conflicts of laws. By execution of these Auction Terms and Conditions, the purchaser submits to the personal exclusive jurisdiction of the courts of the State of Texas. Any action initiated by the purchaser against AUCTIONEER or Seller relating to these Auction Terms and Conditions in any Court of competent jurisdiction.

I HAVE READ AND ACCEPTED TEXAS REMARKETING SERVICE TERMS & CONDITIONS

SIGNATURE: _____