

# Terms & Conditions

BIDDER agrees to the following terms and conditions.

Auction Expo Center, an Expo Daily Sacramento, LLC Company, (hereinafter referred to as Auction Company.) will administrate the auction in compliance with Section 2328 of the Commercial Code, Section 535 of the Penal Code, and the provisions of the California Civil Code Section 1812.600-1812.609. The Auction Company's CA Bond number is 100063696 and is licensed in the City of Roseville, County of Placer and the State of California. The Auction Companies Terms & Conditions, shall be governed by and interpreted under the law of the State of California and any action hereunder against Auction Company or Auctioneer shall commence in the State of California, County of Placer. Any representations, promises, guarantees or conditions not incorporated in this agreement shall not be binding upon either party. O'CALLAGHAN AUCTIONEERS, PO BOX 884, LINCOLN, CA 95648. PH 916 645-3402 FAX: 916 645-3402. CA BOND # 7900330249 (hereinafter referred to as Auctioneer.) shall conduct the auction.

The Bidder, whether acting as a principle, agent, officer or director of a company or otherwise, in any capacity whatsoever, and the company he represents, both jointly and severally agrees to indemnify and hold harmless Auction Company, Auctioneer and its officers, directors, employees, agents, attorneys and consignors, from any and all action, causes of action suites, damages, costs, and losses of any nature, including injury and death, arising from the purchase or use of any items, or the attendance or participation of bidder, his/her agents or employees, at the auction and/or on the auction site whether before, during or after the auction.




**REGISTRATION:** Your bidder number and registration is a legal, binding contract, therefore, you are responsible for all items purchased under your bidder number. By using the bid number, the bidder acknowledges he has received, read and understands and agrees to be bound by the terms and conditions of the auction, either on the bidders agreement or posted at the Auction Expo Center premises the day of the auction, per California Civil Code section 1812.607.(b). \$100.00 CASH DEPOSIT REQUIRED. Deposit will be applied to your purchases or IMMEDIATELY REFUNDED/RETURNED to you if you are not a winning bidder. Photo ID Is required.

**PREVIEW:** All auction lots are made available for inspection prior to the start of the bidding. It is the responsibility of the Bidder to inspect the lots prior to bidding. ALL SALES ARE FINAL!

**CATALOG:** The Auction catalog is available on the website [www.AuctionExpoCenter.com](http://www.AuctionExpoCenter.com) and should only be used as a guide. The Auction Company attempts to be accurate and correct in the Lot description.

**AUCTION:** The Auction will be conducted by O'Callaghan Auctioneers, Bond #7900330249 (hereinafter referred to as Auctioneer.) The Auctioneer will be offering the items by Lot., either individually or as a unit. The bidder offering the highest bid accepted by the Auctioneer shall be the purchaser of the offered Lot. Bidder accepts a Lot when he makes a bid. ALL SALES ARE FINAL! ALL ITEMS are sold AS IS WHERE IS. without any guarantees or warranty, expressed or implied, statutory or otherwise of any nature whatsoever in respect of the lots offered at auction. Bidders are encouraged to make their own physical inspection before bidding. Any dispute arising as to any bidding shall be settled by Auctioneer at his sole discretion, and Auctioneer may put the lot in dispute up for sale again. Auctioneer reserves the right to refuse any bid. No person shall bid on any lot of which he is the Consignor, agent associate, or on behalf of Consignor. AUCTIONEER HAS FINAL SAY!

**BUYERS PREMIUM:** 15% Buyers Premium will be added to all sales (hammer price). There is a Buyer's Premium Discount of 3% for all "CASH ONLY" Transactions. Any combination of payment types other than "CASH ONLY" will be charged the 15% Buyer's Premium. TRANSACTIONS. ALL PAYMENTS must be completed the day of the auction.

**PAYMENT:** Bidder agrees to be responsible for the payment of the purchase price plus buyer's premium and all California State and District tax. The DAY OF the auction, the Auction Company accepts payment in the form of  VISA,  MASTERCARD,  DISCOVER, DEBIT CARD AND CASH. Please note there is 3% discount for payments made in CASH ONLY. Bidders who have established a credit history with the Auction Company PRIOR to Auction Day, may arrange to use other forms of payment. We DO NOT ACCEPT cashier checks, traveler checks, or counter checks of any kind.

**STATE & LOCAL SALES TAX:** will be assessed and collected on all purchases (hammer price plus Buyer's Premium) unless legal exemption documentation is proven and on file at the time of registration. Sales tax will be calculated by the LOCATION WHERE YOU TAKE PHYSICAL POSSESSION. of the property.

**PICK UP & REMOVAL:** of property shall be the sole responsibility of the purchaser. Loading assistance is provided as a courtesy; however, purchaser assumes all risk and responsibility for loading and removal of purchases. All purchases must be removed from the auction facility within 24 hours of the auction date. All purchases not removed from auction center within 48 hours, will be considered abandoned, a storage fee of not less than \$25.00 per item per day will be assessed, and the Auction Company at its sole discretion may resell the items. We do not deliver purchases. Delivery vendors are available on an individual contract basis.

**APPEARANCE RELEASE:** Auctions conducted by the Auction Company may be recorded and are under surveillance. By completing this bidder registration agreement, Bidder and his agents hereby acknowledges he has given the Auction Company permission to use his likeness for television, video screens, still photography and/or any other visual/audio recording. Bidder hereby waives all residual rights or claims that might arise from use of his picture or likeness for any purpose at any future date.