

AUCTION TERMS & CONDITIONS: (Please Read Strictly Enforced)

PLEASE carefully read the terms below. EXCEPTIONS CANNOT be made.

REQUIRED PAYMENT: CASH, MASTER CARD, VISA, DISCOVER, DEBIT CARD or CHECK ACCOMPANIED BY THE BANK LETTER OF GUARANTEED PAYMENT AS SHOWN HEREIN, MODIFIED VERSIONS SHALL NOT BE ACCEPTED. Deposits shall be applied to purchases. Bidders That Leave The Auction Site Without Paying For Purchases Subject To Deposit Forfeiture. All items sold “AS IS” & “Where Is” Without Representation, Warranty or Guarantee of Any kind Statutory Or Otherwise, Including Without Limitation, Warranties or Conditions As To Title, Description, Fitness For Purpose, Quantity, Merchantability, State, Condition, OSHA, Location or Otherwise. By Submitting A Bid, The Bidder As Purchaser Affirms He/She/It has Inspected All Items Before Bidding. Purchasers Shall Be Deemed To Have Relied Entirely Upon Their Own Personal Inspections And Investigations. All sales are final and absolute to the highest bidder without reserve. **BY REGISTERING AND SIGNING BIDDER CONTRACT ON BIDDER CARD AND RISK OF LOSS AND OR INJURY ACKNOWLEDGEMENT, YOU, THE BIDDER AS PURCHASER ACKNOWLEDGES THAT THEY CLEARLY AND UNCONDITIONALLY UNDERSTAND, READ AND SPEAK THE ENGLISH LANGUAGE WITHOUT PREJUDICE. Once An Item Is Sold It Immediately Becomes The Purchaser’s Responsibility. Purchaser’s Are Urged To Guard Purchases Against Theft And Loss. Credits Shall Not Be Issued For Any Missing, Damaged or Lost Items For Any Reason Whatsoever. Purchaser’s Are Responsible For Rigging/Loading Their Own Purchases, At Their Own Risk Of Damage or Personal Injury and Now and Forever Immune The Auction Company From All Associated Liability or Claims, By The End Of The Scheduled Removal Period.** Any Item(s) Requiring Rigging: Rigger

Shall Supply Auction Company With a Certificate of Insurance Naming Collar City Auctions Realty & Mgmt, Inc., and/or its Affiliates and the Seller as Insured For A Minimum of \$1,000,000.00 Aggregate Coverage. Access To The Auction Site Post Removal Period Is Not Available. All Attendees Entering Auction Must Immediately Register. Seller & Auction Company, At Their Discretion, Reserve The Right To Refuse Entry & Or Expel Anyone From Auction Premises For Any Reason Whatsoever. No Article Shall Be Removed From The Auction Site Unless Payment In Full Has Been Received. Items Left On Site Post Removal Period Shall, At The Sole Discretion And Final Decision Of The Auction Company, Immediately Become The Property Of The Auction Company And Purchaser Shall Be Assessed A \$250.00 Administrative Fee. 16% Buyer’s Premium applies to all Purchases 3% BP Discount for Cash or Check With Bank Letter of Guaranteed Payment. Collar City Auctions Realty & Mgmt, Inc. Reserves The Right To Correct Any Misprinted or Typographical Errors Made By It or On Its Behalf In Any Of Its Announcements or Documents, Without The Ability Of Deriving Right From The Corrected Announcements. Auctioneers Decision Regarding All Disputes Shall Be Binding and Absolute. Only The Terms & Conditions Contained Herein, The Announced Aloud Prior To Commencement Of Auction Terms & Conditions And Contained On Bidder Contract Shall Govern The Auction. All Invoices Must Be Checked By The Purchaser Prior To Leaving The Auction Site. Tax Exempt Purchasers MUST Present A Tax Exemption Certificate AT TIME OF REGISTRATION. Otherwise Applicable Sales Tax Must Be Paid Auction Day. **FULL PAYMENT MUST BE RECEIVED AUCTION DAY.**

Bidders that leave the auction site without retrieving cash deposit(s) subject to \$25.00 administrative fee for return of deposit monies via check from CCARM post auction.



**SAMPLE BANK LETTER OF GUARANTEED PAYMENT ON YOUR BANKS LETTERHEAD.
NOTE: (BANK LETTER MUST BE IDENTICAL TO THE FOLLOWING OR BIDDER NUMBER WILL NOT BE ISSUED.)**

If your bank refuses to write the letter below containing duplicate language, please bring CASH. All they need to do is simply place a hold on the amount of money they are guaranteeing. They are welcome to limit the guarantee for 20-business days post auction, but the **LETTER MUST CONTAIN LANGUAGE STATING THEY WILL "GUARANTEE AND HONOR PAYMENT"**.

Unfortunately, a letter stating that you are a valued customer, a letter of credit or a bank statement is NOT an acceptable form of guaranteed payment.

**The Seller Has Requested That No Exceptions Be Allowed For Any Reason.
Thank you.**

Bank Name On Letterhead

Date: _____

To: Collar City Auctions Realty & Mgmt, Inc.

RE: Your Company or Personal Name

To Whom It May Concern:

This letter shall serve as notification that our lending institution shall guarantee and irrevocably honor payment in full on any check written by (BIDDERS NAME) up to the amount of (AMOUNT TO BE GUARANTEED) and drawn on this bank's account number (BIDDERS ACCOUNT NUMBER). **This guarantee is for purchases on Monday, January 30, 2012.**

Sincerely,

Bank Officers Signature & Title

Direct Phone Number

Print Name & Title