

EVENT TENT RENTAL COMPANY COMPLETE LIQUIDATION AUCTION

Armfield Tent Rental Company, Inc.
13424 Parker Ave, Grandview, MO 64030

Tuesday, October 20th, - 10:00am. (CST)

TERMS AND CONDITIONS READ CAREFULLY AND COMPLETELY

By Bidding in this Auction, All Bidders Agree to the Following Terms:

- 1. Registration:** Prospective bidders hereby acknowledge and agree to abide by the Terms and Conditions by registering and participating in this auction. Bidders shall present a valid driver's license or acceptable photo I.D. to obtain a bidder card. There is no charge to register and Bidders MUST have registered prior to placing any bids at the auction.
- 2. Online Bidder Registration & Information:** Online bidders must read and agree to the Terms & Conditions. **Any and all online bids placed in advance of the live auction will become part of the bidding used during the live auction event.** Online buyers which still hold a (winning bid) after the live auction, will be contacted immediately after the "LIVE ONSITE" auction is concluded. There are NO online bidding services provided during the live auction, only online absentee bidding prior to the live auction event. All online buyers agree to be available by phone. Their credit card will be charged immediately and a paid invoice will be emailed to the Buyer. If the credit card provided is not accepted (payment declined), the Buyer agrees to immediately arrange an alternate form of payment in full, within 24 hours of notice.
- 3. Bidding Platform Loss or Failure:** The online auction provider, Auctioneer nor the Seller are not responsible for any internet connection problems that may occur prior to the auction. Bidders agree and understand that internet connections and/or delay issues do occur. Auction lots will not be re-sold or brought back up for bidding because of internet problems. Bidder assumes full risk and responsibility for utilizing the online bidding platform.
- 4. Online Absentee Bids (Proxy Bidding):** Online bidders which elect to place a "maximum bid" in the online bidding system, will have a representative from the auction company "proxy bid" on their behalf, up to their maximum bid amount during the live auction. Maximum bids are visible to the auction company when placed online. All absentee "Proxy Bidding" services will be kept in confidence and the bidder will be represented in a fair and reasonable manner during the live auction event. Any online bidders which do not wish to have this service implemented on their behalf are hereby advised not to place a "maximum bid" in the online bidding platform.
- 5. Sales Tax:** All applicable Sales Tax (**7.98%**) will be charged on all purchases made at the auction, unless buyer presents a valid Sales Tax Resale Certificate or Exemption Certificate at the time of purchase. Online Bidders must email or fax their Tax Exemption or Resale Certificate to the auction company at the time of Online Registration or tax will be charged.
- 6. Inspection Time:** Assets can be inspected on Monday, October 19th, from 12:00pm to 4:00pm. The assets can also be viewed 1 hour prior to the auction beginning, at 9:00am.
- 7. Payments:** Acceptable forms of payment are **Visa, MasterCard, Cash, Cashier's Check, and Wire Transfer.** **Company Checks will be accepted ONLY when accompanied with a Bank Letter of Guarantee.** (Sample Copy) Mr./Mrs. _____ (Customer Name) is a customer of this bank. This bank will guarantee unqualified payment to United Country – Kansas City Auction and Realty on account # _____ up to the amount of \$ _____ . This bank will not allow stop payment on this check. This letter is to remain in effect until November 20th, 2015". Go to: www.AuctionKansasCity.com to download "Bank Letter of Guarantee" form.

8. **Credit Card Fee:** All Credit Card purchases will be charged a 3% transaction fee on all purchases made at the auction.
9. **Buyer's Premium (personal property):** an **(8%) Onsite Buyer's Premium** will be added to each item purchased onsite, and a **(13%) Internet Buyer's Premium** will be added to each item purchased via online bidding.
10. **"As Is, Where Is":** All items in the auction are being sold, "as is, where is" without warranties or guarantees of any type and with all faults. AUCTIONEER AND SELLER EXPRESSLY DISCLAIM AND EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Bidders should rely solely on their own inspection of all items prior to the sale and should satisfy themselves as to the usefulness and value of each item. Any statement in the description regarding the items to be sold should be considered a guide and guide only. Any error in description does not relieve the buyer or his agent of their responsibilities.
11. **Removal:** All purchased assets must be removed from the sale site **no later than Thursday, October 22nd, by 2:00pm.** The sale site will be open from 9:00am to 2:00pm on October 21st and 22nd. **No purchases will be removed until paid for in full.** Any concerns regarding removal should be communicated to the Auctioneer prior to Buyer placing any bids at the auction. ●●Buyers assume all responsibility for packing, removal, transportation and handling of purchases. Buyers will be responsible for providing their own loading equipment and labor. AUCTIONEER DOES NOT OFFER THESE SERVICES. **FOR ANY ITEMS REMAINING AFTER THE "REMOVAL DEADLINE", OWNERSHIP WILL REVERT TO THE SELLER AND NO REFUNDS WILL BE GIVEN.**
12. **Indemnification:** Seller, Auctioneer and buyer expressly agree that Buyer is responsible for and agrees to indemnify Seller, Auctioneer and their respective affiliates for any and all damages (whether based on contract, tort, warranty, negligence, strict liability or any other legal theory, and including special, incidental and consequential damages), losses, expenses, attorneys' fees, court costs, etc., that arise out of or result from the removal, possession or use of any items purchased at auction, or any other claim regarding the use or possession of any asset purchased at auction.
13. **Possession & Responsibility:** The Auctioneers & Seller will not be responsible for property acquired that is not removed within the time period allowed.
14. **Vehicle Titles:** will be mailed to the buyer's address, from their registration, within 10 banking days after the auction.
15. **Agency:** United Country – Kansas City Auction and Realty and its representatives are Exclusive Agents of the Seller.
16. **Disclaimers:** Any announcement made the day of auction shall take precedence over any previously printed material or any or oral statements. All dollar amounts shall be in U.S. currency.
17. **Special Conditions:** None at this time.

SELLER: Armfield Tent Rental Company, Inc.



**Kansas City
Auction and Realty**

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