

# TERMS AND CONDITIONS – 2026 Lively Equipment Auction

I \_\_\_\_\_ (Buyer) agree to immediately enter into the Equipment Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:  
**2026 Lively Equipment Auction**

## Online Auction Date:

- **AuctionTime Auction Date: February 18th, 2026**

I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country J-Mack Realty and Auction prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (918) 465-7220 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

## Online Auction Terms & Conditions

1. **Auction:** The property will be sold contingent upon confirmation by Seller acceptance.
2. **Buyer's Premium:** The highest bidder shall add a 10% buyer's premium to the total High Bid. For example, **if the final bid price is \$1,000, a 10% buyer's premium of \$100 will be added, resulting in a total contract purchase price of \$1,100.**
3. **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above.

- 4. Property Preview/Inspection Dates:** It is recommended to be familiar with the item prior to placing bids in the auction. All item previews/inspections are to be made by appointment only. All inspections and due diligence shall be done prior to bidding. Make an appointment for preview/inspection by **calling Joe McAlester at (918) 465-7220.**
- 5. Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S. Funds only.
- 6. Possession:** Possession of the auction lots will be given upon payment in full of the purchase price.
- 7. Warranties:** Properties will be sold as is, no warranties or guarantees. It is the Buyer's responsibility to inspect lots.
- 8. Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country J-Mack Realty and Auction Services, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction.