

## Terms and Conditions

Bidders must register by signing the registration form and by doing so acknowledge these Terms and Conditions.

1. This transaction is between Buyer and Seller. Harper Auction & Realty is acting as a facilitator in the sale and has not taken possession of the property to be sold at any time. Representations about contents, quantity, quality and fitness for any use or purpose are strictly Seller, NOT Auctioneer representations. We believe that lists provided and pictures advertised reasonably represent the property being sold, BUT your personal inspection should be your final guide in bidding.
2. The property is being sold with reserve, which means the Seller may reject bids below his predetermined reserve price OR he or the Auctioneer on his behalf may enter bids up to that predetermined amount. The Seller has every intention of selling the property at Auction but does not choose to risk selling for a nominal dollar amount.
3. Buyer acknowledges that he or she is bidding on all items within the unit and all items must be removed and the unit must be cleaned. In the event that Buyer does not remove all items or does not leave the unit clean, the Seller may charge the Buyer its costs in removing such items and/or cleaning the unit. Buyer shall deposit \$500 Cash with the Seller as a cleanout deposit. Buyer shall have no more than 14-days to remove all property and have the unit broom-clean, at which time the \$500 deposit will be returned to the Buyer.
4. There are certain "Red Tagged" items that will be readily identifiable as NOT to be included in the Auction. Please be sure you know which items are NOT being sold! It is the Buyer's responsibility to ask and be sure of any items NOT included in the Auction
5. When the Buyer has been awarded the unit he/she must pay cash upon conclusion of the auction for the unit in the amount of the bid paid to the Seller, plus a 10% Buyer's Premium, paid directly to the Auctioneer. The Seller shall furnish the Buyer with a cash receipt/Bill of Sale upon payment of the unit contents and Deposit.
6. Announcements made on Auction Day may supersede any advertised representations
7. Bidders acknowledge that bid rigging and / or collusion is a felony and a violation of the Sherman Antitrust Act. All suspected instances will be reported to the U.S. Justice Department.

**BIDDER NUMBER:** \_\_\_\_\_