

Bidder # \_\_\_\_\_

Auction Personal Property Terms

1. Purchases are by cash, Visa, Mastercard, Amex, Discover guaranteed funds or approved personal checks.
2. All lots are sold subject to New York State Sales Tax unless bidder has filled out a NEW YORK STATE SALES TAX EXEMPTION CERTIFICATE and has such a certificate on file.
3. If the Auctioneer determines that any bid is not commensurate with the value of the article offered, he may reject the same and withdraw the item from the auction. Having acknowledged an opening bid, if he decides that an advance is not sufficient, he may reject the advance. Auctioneer reserves the right to bid on behalf of Buyers/Seller/Secured Parties.
4. Ownership title passes upon the fall of the Auctioneer's gavel, and thereafter the property is at the risk of the Buyer and neither the Seller nor the Auctioneer shall be responsible for loss or damage.
5. **Every item is sold "as-is, where is". Neither the Auctioneer nor the Seller makes any warranties or representations of any kind or nature with respect to said property. All sales are final. Catalog descriptions are for simple identification purposes only, no representations are made as to authenticity, age, origin or value. Buyer relies solely on his/her own judgment when bidding.**
6. All purchases shall be paid in full by close of auction. Any items not removed within 3 months of auction/sale shall be deemed abandoned by bidder and shall be disposed of at bidder's expense without recourse.
7. Purchasers are responsible for all costs involved with removal of their purchases and any and all damages incurred during removal of purchases.
8. **15% Buyers Premium shall be added to the top bid to become part of the purchase price.**  
BUYERS PREMIUM DEFINITION: The Buyer's Premium is that portion of the commission(s) which is paid by the buyer. It is clearly understood and agreed by both the buyer and the Seller that the Auctioneer and Broker represent the Seller only.
9. The highest approved bidder to be the buyer. In all cases of disputed bids, the property shall be resold, but the auctioneer will use his judgment as to good faith of all claims and his decision is final. WHERE THE LOT HAS A STATED QUANTITY THAT IS MORE THAN 1 (ONE), THE BID SHALL BE MULTIPLIED TIMES THE QUANTITY TO DETERMINE THE TOTAL COST OF THE LOT.
10. All bidders are required to register and give full identification prior to the beginning of the auction and are required to use the number issued them when identifying themselves as the successful bidder.
11. Should a dispute arise after the auction Auctioneer's records shall be conclusive in all respects.
12. This is a privately owned and operated auction. We reserve the right to refuse admittance to any person(s). We also reserve the right to refuse to divulge post-auction sales results.
13. Bidder agrees to pay any and all charges and expenses incurred by reason of any breach of terms and conditions of auction or in case of default, including, without limitation, reasonable attorney's fees, as well as any dollar deficiencies which may result in the resale of the property, and the cost of re-marketing said property. Additional commissions shall be due and payable.
14. Auctioneer reserves the right to withdraw any property prior to auction.
15. Bidder agrees to the above terms and conditions of the auction prior to receiving a bid card for this auction and all other future auctions conducted by GREAT AMERICAN AUCTION SERVICE, INC. that said bidder attends.
16. The above stated Terms and Conditions of Auction cannot be altered except in writing by all parties of the contract, or by verbal changes to terms given by Auctioneer at time of auction.
17. Bidder does hereby indemnify and hold harmless Auctioneer and Seller from any and all damages, claims, or liabilities from injuries to persons or property of any type whatsoever, caused before, during or after the auction.

**ALL SALES ARE FINAL – AS-IS WHERE IS**

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_