

Scott Freeman, Auctioneer

2500 Monticello Ave. • Norfolk, VA 23517 • 757-512-8833 • Fax 757-366-0812
BusinessAuctioneer@gmail.com • www.Auction757.com • VAAR 1496

Childcare Facility & Office Furniture Auction

THIS IS AN INTERNET ONLY AUCTION

Lots 1 – 165 are located at 104 Commercial Blvd., Elizabeth City, NC (unless stated otherwise)

Lots 166 – 269 are located at 151 Gumberry St., Camden, NC (unless stated otherwise)

Lots 270 – 334 are located in the Office Building next door to 151 Gumberry St., Camden, NC

INSPECTION: Monday, November 11th, 9am - 3pm

REMOVAL: All items to be removed/picked up ON Wednesday, November 13th from 9 am-3 pm. The only exception will be for inclement weather. Item(s) not picked up by 3 pm November 13th will be considered abandoned and buyers will forfeit their rights to those item(s).

DEPOSIT: \$100 registration deposit by Visa/MC is required prior to bidding and will be authorized on your credit card. The \$100 is held (not charged) by your credit card company for the length of time they hold authorizations. Your auction purchase total will be the only charge placed on your credit card. If you do not make a purchase, you will have no charges against your account.

This is an ONLINE ONLY AUCTION. PLEASE DO NOT BID IF YOU ARE NOT ABLE TO PICK UP YOUR ITEMS during the scheduled removal times. NO refunds or chargebacks will be granted due to inability to remove purchases during the designated times.

Once the specified removal time ends, items remaining will be considered abandoned. Buyers who abandon items will be charged a removal fee for disposal of their items.

SHIPPING: It is the buyer's responsibility to make all arrangements for pickup and/or shipping of items purchased. Please make tentative arrangements prior to placing any bids.

In some instances, the Auctioneer and his staff may assist with packing, shipping or delivery for a fee. Arrangements must be made in advance.

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BUYERS PREMIUM: A 15% buyer's premium will be added to each purchase. If your bids total \$100, your total invoice and charge on your credit card will be \$115. Buyer's premium will be discounted to 10% for cash or check payment ONLY with email notification by buyer prior to bidding or within 1 hour after auction bidding closes.

PAYMENT: Accepted forms of payment include Visa, MasterCard and Discover. Please ensure you have ample credit available on your credit card to cover your online auction purchase total. This is a tax exempt sale.

At the conclusion of the auction your credit card on file will be automatically charged for the entire amount of your purchases including Buyers Premium.

Bidders who have 2 failed attempts to process their charges will have their bidding account suspended and will be required to provide a cash deposit in the amount of their anticipated purchases in order to bid in future auctions.

BIDDING ERRORS: Please be aware that many bidders routinely increase their own bid to price an item out of reach of other bidders. You should immediately review your bids before submitting. If you mistakenly increase your own bid, place your bidder number in the bid field, or make a gross error you must immediately contact our office by email using the contact sheet on our website (we must have your request in writing). You must remain the high bidder. We will not reverse bids that have caused another bidder to be outbid. If you bid on the wrong item we will not reverse your bid. Please review all bids before submitting. We will not reverse bids after the auction has begun to close. No exceptions will be made.

STAGGERED CLOSING: The online auction closes 3 items per minute. This feature allows the bidding to close in intervals and, when used in conjunction with the auto-extend feature, allows the online auction to closely emulate a live auction.

DYNAMIC CLOSING: The closing time of an item is automatically extended an additional 2 minutes whenever a bid is placed within the last 2 minutes of the item's closing time.

BID NOTIFICATION: If you are outbid, you will be notified by email until the close of the auction. To quickly review your bids and see if you have won, you can utilize the 'review bids' feature. Items that you have been outbid on will be clearly marked.

WINNING BIDDER NOTIFICATION: You will be contacted by email ONLY (you are responsible for checking your email). If you feel you have won an item and have not received an email, you must notify us by email no later than 4 pm that day. If you do not receive a paid invoice via email, then you did not win any items at the online auction.

NON-DELIVERY: In the event an item is not available for pickup, the buyer must notify our onsite staff and file a claim by replying to his/her original emailed invoice noting what was not available within 24

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hours of the pickup date. After 24 hours, the Auctioneer and buyer agree that no adjustment or refund will be made.

SALES TAX: This is a tax-exempt sale.

CAUTION: For demonstration purposes various equipment or lots may be joined or pictured together. DO NOT ASSUME a lot consists of more than one item simply because they are connected or pictured together. Please inspect the lot numbers and read the descriptions CAREFULLY.

CATALOG DISCREPANCIES: You are bidding on the described item not the photograph. Occasionally, the wrong photo may be displayed. ALWAYS read the item description.

In the event that a Seller withdraws an item from the sale prior to the close of the auction, we may leave the item on the catalog and "buy back" the item on behalf of the Seller to establish our earned commission and Buyer's Premium due from the Seller.

WARRANTY & CONDITION OF ITEMS SOLD: All items are sold "AS IS, WHERE IS, with NO WARRANTY expressed or implied. Descriptions are believed to be accurate, but are not guaranteed. If you are uncertain of the condition or use of an item, please bid accordingly. You are bidding on the described item, NOT the photo.

FAILURE TO PICKUP ASSETS: Bidders are responsible for their own removal. Any item NOT picked up by the set time will be considered abandoned. Removal shall be at the expense, liability, and risk of the purchaser. Purchases will be released upon presentation of a paid email receipt. Please insure that movers or anyone picking up items on your behalf have your paid receipt at the pickup location.

No item(s) will be released without a paid email receipt.

Bidder further agrees to be held personally responsible for all purchases made on their bidder number, and agrees that bidder will not charge back items which are not picked up during the published removal times.

Buyers who do not remove their items within the specified removal times will have their bidding privileges suspended and will be required to contact the administrator to reactivate their accounts. (2) Occurrences will result in permanent suspension of bidding privileges.

DAMAGE: Any damage caused by a buyer during the preview, or during the period of removal must be made good by the buyer causing the damage. Buyer agrees that his/her credit card on file will be charged for any expenses and/or repairs to the pickup location or another's property when caused by the buyer.

IMPORTANT! The Auctioneer will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchaser, items not paid for and/or removed within the specified times. The

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buyer agrees to pay all deficiencies, legal, collection, transportation and storage expenses associated with delinquent accounts or abandoned items.

CHOOSE WISELY: We want everyone to get a good deal and almost everyone will. However, when you bid on the wrong item or decide an item is not suited for your intended use; please know that our clients are not willing to assume the cost of your error or buyer's remorse. When in doubt about condition, completeness or suitability for intended use, please bid accordingly.

The Auctioneer reserves the right to add or remove items from the auction; split or combine lots; add minimum bids or reserve prices; cancel, suspend, extend or reschedule an individual item and/or auction event; make changes to the auction closing, inspection or removal times.

CLAIMS: Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled either in Small Claims Court, if the dispute in question amounts to less than \$5,000, or by means of arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, if the dispute amounts to more than \$5,000. In the event of arbitration, judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue in either case will be Norfolk, Virginia.

In the event of a bidder default and/or chargeback, bidder agrees that Scott Freeman, Auctioneer may collect payment for items, including cost of relocation, disposal or storage of items, either by arbitration in small claims court or state court at Scott Freeman's discretion, and that any judgments awarded may be applied to the bidder personally or corporately.

LIABILITY: Auctioneer's and Seller's liability shall be limited to the refund of Bidder's purchase price.

LIMITATIONS: The above-stated terms and conditions of sale cannot be altered except in writing by the Auctioneer.