

# **Terms and Conditions**

1. Personal checks are acceptable with the following three (3) forms of identification: Driver's license, social security number and one other form of I.D., plus your thumb print.
2. **EVERYTHING MUST BE PAID IN FULL ON DAY OF AUCTION** regardless of when it is picked up. Do not leave Auction site without making payment for your items.
3. Everything will be sold "as is, where is", with no guarantees of any kind, regardless of any statement of condition made from the Auction block. Buyers shall rely entirely on their own inspection and information.
4. Every effort is made to "guard" merchandise throughout the Auction; however, the bidder becomes solely responsible for all items purchased by them immediately following their winning bid. Therefore, they are advised to further guard their items at their own discretion. Once any item(s) is paid for it can be removed by buyer.
5. The Bidder is responsible for knowing which item they are bidding on. If bidder is unsure, they should inquire or not bid. When you become the winning bidder at Auction you have effected a contract and will be expected to pay for items in which you were evidenced to be the successful bidder. Auctioneer will not honor "mistakes". Should the bidder end up with a different item than they thought they were buying, they may resell it themselves to another person at the end of the Auction. Do not concern the Auctioneer with this as he will not void any sales nor offer any item for resale.
6. **INSPECTION:** Inspection ends when the Auction starts! Do not touch any item after commencement of the Auction. Anyone seen doing this will be viewed with suspicion and can be asked to leave.
7. We recommend that prior to the start of the Auction, each bidder write down the tag number of each item they are interested in bidding on. Before selling each item, the Auctioneer will call out that number. Therefore, if it is crowded and the bidder is unable to be close to the item being sold, they can bid from a distance.
8. **DO NOT TALK TO THE CLERKS** (or ask them any questions) during the Auction. They are extremely busy and must keep up with the Auctioneer. When you talk to them the entire Auction must stop.
9. The cashier will keep a "running total" of all your purchases, so that at the end of the Auction you can pay only one sum. If you wish to purchase a few items and remove them or leave, you may do so as soon as the clerk sheet has been turned into the cashier.
10. When you become the winning bidder of an item, please IMMEDIATELY (before you write down what you bought) SHOUT YOUR NUMBER OUT LOUD TO THE CLERK . . . not to the Auctioneer.
11. Auctioneer reserves the right to accept bids in any increment he feels is in the best interest of his client, the seller.
12. The Auctioneer reserves the right to reject the bidding of any person whose conduct, actions, or adverse comments he feels are not in the best interest of the seller or other bidders.
13. Plain clothes security personnel are present and any person caught tampering with tags, rearranging merchandise, or shoplifting, will be vigorously prosecuted!

*(Terms and Conditions continued on other side)*

14. The Auctioneer reserves the right to drop any person from his mailing list whose conduct and presence, he feels, at future Auctions would not be in the best interest of his clients.
15. In the event of a tie bid (two people believe they were the winning bidder), the Auctioneer will reopen the bidding between those two people only. . . first giving the person whose bid the Auctioneer did not see, a chance to raise the bid, etc.
16. The Auctioneer, prior to the Auction, has established the order of sale. Please do not ask to have any item, or group of items, offered out of that order, as it can not be done.
17. Any dispute will be resolved by the Auctioneer and his decision will be final.
18. **CHECK OUT: NOTHING CAN BE MOVED OR TOUCHED UNTIL FULL PAYMENT HAS BEEN MADE.** Even after you've bought the item, **DO NOT MOVE IT** until full payment has been made and a checkout person **IS WITH YOU!** When you wish to remove an item for loading, locate one of the checkout personnel, present your paid slip to them and they will accompany you to the item. **DO NOT move the item purchased without one of our check-out personnel being present. POSITIVELY NO EXCEPTIONS!**
19. All announcements from the Auction Block will take precedence over any printed matter, with the exception of "condition" as outlined in paragraph 3.
20. I understand that if my check is returned for any reason I agree to pay the Auctioneer three (3) times the amount of the check plus all court costs, collection and attorney fees and interest incurred.
21. I understand that violation of any of these Terms and Conditions will result in prosecution in Brevard County, Florida.
22. Auction Company, Auctioneers and Staff represent the Seller(s).
23. Any claims will be settled by binding arbitration in accordance with Brevard County mediation and the FAA and NAA codes of ethics.
24. If I become the high bidder and fail to pay for my items, I will be liable for liquidated damages in the amount of 100% of my bid price, plus all court costs, collection fees, attorney fees and interest in Brevard County.
25. If you need clarification on any items in the Terms or Conditions, or the procedures of this Auction, please ask *prior* to bidding.

By registering at this Auction, I understand and agree to all of the above Terms and Conditions.

**NOTE:** This Auction will positively be conducted under the above terms and conditions. If you disagree with, or do not understand any of them, we welcome you to stay as a spectator, . . . **but please, DO NOT BID!**

If you've never been to an Auction before . . . Relax . . . Don't worry.  
*CLIFF SHULER makes everything easy and clear to you.*  
Thank you for coming. We hope you will be able to make advantageous purchases.



**CLIFF SHULER AUCTIONEERS & LIQUIDATORS, INC.**  
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