



IMPORTANT: Placing a bid is a legally binding agreement to pay for an item, should your bid win. Terms listed below are **NOT** auction specific. These cover most possible Terms. **PLEASE** make sure you read the Terms for **EACH SPECIFIC AUCTION**, before placing a bid. The **MOST IMPORTANT** Terms are **AUCTION SPECIFIC** & can be found by clicking on the **WORD "Terms"** near the top of the first page of each auction.

Terms vary for **EVERY** auction we do. **PLEASE READ ALL** Terms, for each auction you intend to bid on, **PRIOR** to bidding! You can view the *complete* terms for an auction by clicking on the word Terms, just below your bidder number, on the first page of the auction. **If you cannot adhere to EVERY term for a particular auction, DO NOT PLACE A BID!**

AUCTION PICK UP TIME: Pick up for ALL items will be BY APPOINTMENT ONLY, on the day specified for whichever auction you are bidding on. For all auctions, *except Towing auctions*, appointment times may be requested, beginning on Preview Day, by texting or calling Natalie, at 757-287-8797. Please include your name, bidder number, method of payment & preferred time. Appointments fill quickly, so if you have a specific time that you **MUST HAVE** to pick up, **RESERVE THAT "IF I WIN" TIME** on Preview Day. You will receive a confirmation message with your appointment time. If you cannot make your scheduled appointment, you will need to call or text, to request a new appointment. **If a cash discount is offered, for a particular auction, you MUST inform Natalie, PRIOR to the end of the auction, that you will be paying by cash. Once the invoices are formatted and emailed, no additional cash discounts will be given.**

Please note: for **Towing auctions**, the towing staff sets up all appointments and will contact successful bidders one to two hours after the completion of the auction to schedule an appointment.

For ALL auctions: ALL items not paid for and/or picked up within the specified pick up times will be considered abandoned. In most auctions, no exceptions can be made. If an exception **CAN** be made, the Buyer needing a special appointment will be charged \$75/hour, including travel time, which must be paid by cash, Venmo or Zelle. There is a one hour minimum, which must be paid in advance. We have a small staff and our schedules are **VERY** full, scheduled weeks in advance. It is very difficult, and often impossible, for us to rearrange our schedules. Often our auction clients will not, or can not, allow us additional entry to the building.

INSPECTION & PREVIEW: We want you to get the best deal possible, so we encourage you to inspect all items before placing any bids. Due to the number of items we sell, we do **NOT** have time to test everything. Since all items are sold **AS-IS, WHERE-IS**, all due diligence is the responsibility of the bidder. If you have any questions pertaining to a specific lot, please call or text Natalie at 757-287-8797 **BEFORE** placing a bid! If you cannot attend a preview in person, you may call Natalie, *during the preview* to request additional photos or info.

WARRANTY, CONDITIONS & DESCRIPTIONS: All items are sold as-is, where-is, with **NO** warranties expressed or implied. Please read the description & examine the photos when bidding. If there is any doubt when viewing an item, go by the description as photographs can sometimes contain items that are not included in the lot, or are otherwise inaccurate. Most importantly, we heavily encourage you to preview the items **IN PERSON** during specified hours, prior to the auction. 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. No refunds or charge backs will be permitted.**

PAYMENT: For **MOST** auctions, we will charge the credit card in your profile the morning of auction pick up, **UNLESS** you notify Natalie, by email or text at 757-287-8797 prior to the end of the auction, that you will be paying with cash or business check. For **MOST** auctions, we charge a buyers premium (BP) of 16% on all purchases paid by credit card or business check. If you bid \$100, your total will be \$116.00 after BP, plus any applicable sales tax.

The BP **will be discounted from 16% to 12%** for payment by cash, **IF YOU TELL NATALIE BEFORE THE AUCTION ENDS**, that you are paying by cash.

By registering to bid, you agree that you will pay for your auction purchases, whether or not you pick them up. By placing a bid on an item in an auction, you are granting Auction757.com permission to charge your credit card, on file, for the full amount of your invoice, if you do not go, in person, during the scheduled pick up period, to pay and pick up.

AUTO-EXTENDED AND MAX BIDDING: Our auctions feature a Simulated Live Auction Experience with staggered closings, auto-extended bidding and outbid notifications. Bidding on our items closes at a pre-determined rate (usually 1 or 2 items per minute). With auto-extended bidding, the closing time of an individual lot will be extended by 2 additional minutes if a bid is placed within 2 minutes of that item's scheduled closing. This prevents a bid being placed just seconds before an item closes, and selling, without warning. Unlike bidding on eBay, this closely simulates a "live auction experience," so you have a chance to enter a competitive bid. If you are unable to monitor your bids while the auction is closing, we encourage you to place a Max Bid, which grants permission to the program, to bid on your behalf. For example, if the next required bid is \$20 on an item that would sell in a store for \$150, and you are willing to bid up to \$80, enter your Max Bid for \$80. The program

will enter your \$20 bid. If no one bids against you, you will win the item for \$20. If someone bids \$25, the program will automatically bid \$30 (the next required bid) for you. The program will ONLY increase your bid, if someone bids against you.

SALES TAX: If an auction is taxable, all lots will be subject to Virginia Sales Tax unless bidder has filled out a VIRGINIA SALES TAX EXEMPTION CERTIFICATE and has such certificate on file with Auctioneer, prior to the end of auction.

PICKUP / REMOVAL: *Buyers are responsible for bringing ALL equipment, tools and/or labor needed to remove the items they purchase. If you purchase a heavy piece of equipment, you MUST bring your own dollies, hand trucks, hand/power tools, helpers, etc. The auction staff is on site to make sure everyone picks up the correct items, NOT to dismantle, disconnect or provide any tools or labor needed for bidders' item removal.* All items must be removed on specified removal dates, during the hours set in that auction's Terms and Conditions. If someone else is picking your items up for you, please let Natalie know before you send them to remove the items. Bidders are responsible for all costs involved with removal of their purchases & any and all damages incurred during removal of purchases. If there are any questions as to what tools or labor are necessary for a particular item, please contact us *before* bidding at 757-512-8833.

ABANDONED ITEMS: Any items not picked up when specified, on the removal day, will be considered abandoned, and will be discarded, removed, resold or stored at the seller's discretion. When you place a bid and/or are notified of winning an item, the item contractually becomes yours and **you are required to pay for your item, whether or not you pick up your item.** Additionally, any and all fees associated with moving, removing, discarding or collecting payment, whether physical or legal, are the responsibility of the winning bidder.

RETURNED CHECKS: For ANY check returned, for ANY reason, the buyer agrees to pay a \$35 returned check fee. Buyer also agrees to pay any and all expenses incurred by Auctioneer, including legal and attorney fees, to collect monies due.

CONSEQUENCES FOR NOT ADHERING TO AUCTION TERMS AND CONDITIONS: If any bidder does not pay for and/or pick up his/her auction purchases, in the timeframe specified in our Terms and Conditions, he/she may be banned from participating in future auctions. Bidding without paying for successful bids and/or not picking up purchases in a timely fashion will not be tolerated by Scott Freeman, the staff of Auction757 or its clients. Therefore, if a bidder is banned, no one from his/her household will be allowed to register and bid, until owed payment is made in full, even if purchases were abandoned and/or forfeited.