

Storage Auction Terms and Conditions:

DO NOT SIGN UNLESS YOU UNDERSTAND AND AGREE TO THESE TERMS:

- 1) All bidders and others attending this auction agree that they have read and fully understand these terms and agree to be bound by and abide by these terms thereby.
- 2) All property is sold "as is, where is" without any warranty or guarantee of any kind, expressed or implied. **ALL SALES ARE FINAL.** There are NO REFUNDS, NO EXCHANGES or REFUSALS. By being the highest bidder on an item, you are the buyer and are bound by the terms and conditions of this sale.
- 3) The sale price recorded by the auction clerk on his or her record sheets, either paper or electronic, takes priority over all records and shall be the official sale price of the item sold.
- 4) The BUYER assumes full responsibility for any item purchased AT THE TIME IT IS SOLD, including the security and safe keeping of the item. Once a unit is declared "SOLD", buyers should place their own lock on the unit door.
- 5) Complete and full payment for any and all purchases is due IN CASH, AT THE TIME AN ITEM IS SOLD. Credit card and checks will **NOT** be accepted. The Auctioneer may at his or her discretion allow bidders to pay for all purchases at the conclusion of the sale. Under no circumstances shall a bidder leave the auction site without first paying in full for all purchases. Unless exempt by law, purchaser shall pay any and all applicable sales taxes. The winning bidder shall make a cash deposit with the facility manager to ensure compliance with removal rules. Failure to comply with removal terms and rules will result in the deposit monies being forfeited as liquidated damages.
- 6) Terms of removal shall be announced by the auctioneer prior to the commencement of this sale. Removal of all items shall be at the expense, liability and risk of the purchaser. All property must be removed within the time period announced by the auctioneer. Property not removed within the announced time period shall be considered abandoned and will revert to the seller for disposal without refund, unless specific arrangements are otherwise made with the auctioneer. Smoking is not permitted. You may NOT use the dumpsters on property or leave things behind. ALL items must be removed.
- 7) Announcements made at the time of the sale take precedence over any published announcements. The auctioneer reserves the right to determine bidding increments at his or her discretion and may reject a nominal or fractional bid advance. The auctioneer reserves the right to withdraw any item from sale before or during the auction.
- 8) Persons attending the sale during preview period, the auction, or during the removal period assume all risks of damage, injury, or loss to their person and or property, and specifically release the auctioneer and the auction firm from liability thereof. Neither the auction firm nor its principals shall be liable for any reason of any defect in or condition of premises on which the auction is held.

- 9) The auction firm is acting solely as the agent for the seller and is not responsible for any acts or omissions of its principals.
- 10) Should any litigation or mediation be commenced between the parties to this agreement, concerning this agreement or the associated auction, the bidder / buyer agrees that the prevailing party shall be entitled to all costs and expenses from the other party. All mediation or litigation must occur and/or be filed in Weld County, Colorado.
- 11) The bidder / buyer agrees to reimburse the auctioneer for any and all expenses incurred in the collection of any bad debt in conjunction with this auction.
- 12) My signature on the reverse side of this form indicates that I agree to the above terms and conditions and will abide by them. I understand this is a BINDING CONTRACT.