

Please read the following information carefully.

Each auction has its own specific terms and conditions. It is important that you read and understand the terms and conditions for each specific auction PRIOR to placing your bids.

Real Estate Auctions

The terms and conditions, disclosures, costs and other important information for each auction is located in the Contract Package for the property. The Contract Package can be downloaded on the Auction Details page for the specific property. It is under the "Documents" section of the page.

The Contract Package includes a copy of the contract of sale, terms for online bidding, additional property disclosure information and all costs associated with the purchase of the property.

All auctions have a Buyer's Premium, which is added to the bid price to determine the total contract sale price for the property. The percentage amount is listed in the Contract Package.

Any other costs including, but not limited to, earnest money deposit, survey fees, and closing costs to be paid by the Purchaser are also listed in the Contract Package.

By registering to bid for the auction, you are acknowledging that you have read, understood, and agree to the information and terms and conditions located in the Contract Package for the property which you wish to bid.

If you have any questions about the information presented in the Contract Package, contact us PRIOR to bidding on the property.

Personal Property Auctions

Registration: By registering and bidding for the auction, you agree that you have read and agree to abide by all terms and conditions contained herein. When you register for the auction, you will receive a bidding number via email. This bidding number is valid for all online auctions conducted by Terry Howe & Associates, Inc.

When you register and place your first bid for the auction, your credit card number on file will be authorized for \$1 to validate the credit card. This is only an authorization, and it will be automatically credited back to your account.

Any bidder who does not comply with the terms and conditions will have their bidding privileges revoked.

Buyer's Premium: All auctions have a Buyer's Premium, which is added to the bid price to determine the total contract sale price for the property. Buyer's Premium for specific auctions will be listed in terms and conditions for specific auction.

Sales Tax: Sales tax will be collected, when applicable. Sales tax, property tax and registration fees on any titled vehicle, camper, trailer, boat, etc. are the responsibility of the purchaser and to be paid directly to the appropriate government agency. Auctioneer will not collect sales tax for these items.

Payment Options: Payment for invoices greater than \$2,000.00 must be made by wire transfer, cashiers check, or cash. For wire transfer instructions, please email info@terryhowe.com. For purchases of less than \$2,000.00, the credit card (Visa or Mastercard only) on file will be charged for the full amount of purchases within one hour of the end of the auction. If you wish to arrange for an alternative payment method for your purchases, you must notify the auctioneer before the close of bidding. Cash purchases must be paid for with exact change only. Personal checks or company checks will not be accepted.

Merchandise becomes the full responsibility of the bidder at time of payment, and the bidder assumes all risk of loss and damage to property at that time.

Staggered Closing: This online only auction has a staggered closing. The staggered closing works as follows: All items will close in increments of X of items every minute, until all lots are closed.

Extended Bidding: This online only auction has an extended bidding feature. The closing time of a lot is automatically extended X minutes whenever a bid is placed in the last X minutes of the lot's closing time. The bidding for the lot will close when a period of X minutes has expired without an additional bid. The extended bidding time will be listed in the terms and conditions for each specific item.

Maximum Bid: When you place a bid under the Maximum Bid Column, the online bidding system will enter your bid as the next required bid and continue to bid for you up to your Maximum Bid amount. For example, if the next required bid is \$5,000.00, and you enter \$10,000.00, then the online bidding system will immediately enter your bid as \$5,000.00. The online bidding system will continue to bid up to \$10,000.00 on your behalf using the preset auction increments as other bidders place their bids.

If you are the high bidder at \$5,000.00 with a Maximum Bid of \$10,000.00, and another bidder places the next required bid of \$5,250.00, then the online bidding system will bid for you at the next increment of \$5,500.00, and so on. If at such time a bidder places a bid that is higher than your Maximum Bid, then you will be outbid. If you are not outbid, then it is possible that you may win the bid for an amount less than your Maximum Bid.

Removal: If you cannot have all of your purchases removed by the end of the removal period, DO NOT BID. NO EXCEPTIONS WILL BE MADE TO REMOVAL DATE. No refunds or charge-backs will be granted due to a lack of removal during the designated times.

Terry Howe & Associates, Inc. does not provide labor, equipment, tools or supplies needed to package or remove purchases. Please bring sufficient tools and labor. Purchaser is responsible for proper disconnection of all appliances.

Damages: Any damages caused by a purchaser or other party during the inspection period or during the removal period must be made good by the purchaser or party causing the damages.

Warranty: Unless otherwise noted, you are buying used merchandise. Neither the seller nor the auctioneer makes any warranty or guarantee to the condition of any item. All items are sold "as is, where is". Item descriptions have been derived from sources believed to be correct; however, neither the seller nor the auctioneer guarantees these descriptions. RELY ON YOUR OWN PERSONAL INSPECTION. The failure of any bidder to inspect, or to be fully informed as to the condition of the property, its age, value or other determinative factor, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid.

Agency: All transactions are between the seller and the buyer. The auctioneer is acting only as the seller's agent.

Catalog Discrepancies: You are bidding on the item as described. Do not rely solely on the photograph. Occasionally, the wrong photograph may be displayed, or other additional items may be pictured which do not sell with the current lot.

Bidding Errors: If you mistakenly increase your own bid, place your bidder number in the bid field, or make any other gross bidding error, you must contact our office immediately by email. If an adjustment is made to your bid, you must remain the high bidder.

We will not reverse bids that have caused another bidder to be outbid. We will not reverse any bids after the auction has begun to close, no exceptions.

Chargebacks: Bidder agrees that under no circumstances will he or she initiate a chargeback.

Server & Software Technical Issues: In the event there are technical difficulties related to the server, software or any other online auction-related technologies, the Auctioneer reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the Auctioneer nor the online bidding software and service provider shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

The Auctioneer reserves the right to cancel, suspend, extend or reschedule an individual item or auction event. The auctioneer reserves the right to make changes to the auction closing times or inspection or removal times. Email notifications will be sent to registered bidders with updated information as deemed necessary by the Auctioneer.

Thank you for registering to bid with Terry Howe & Associates!

