

**PAYMENT OF SUCCESSFUL BIDS:**

- Cash, Check (payable to G.P.H.C), Visa, Mastercard, American Express, Discover, and ApplePay are accepted forms of payment
- All items must be paid by 1 pm today or Monday thru Friday of the following week, 8am-4pm at Winton Centre.

**REMOVAL OF SUCCESSFUL BIDS:**

- No item will be removed without being paid for.
- Only items that can be pushed or carried can be removed before the auction ends.
- Items that will be removed today must be removed by 2 pm.
- You have until Friday of the following week to remove your items. The maintenance compound is open from 9 am to 3 pm Monday through Friday.
- You are responsible for loading and removal of awarded items. It is your responsibility to properly secure the items for transportation.

**INSTRUCTIONS FOR PURCHASES OF BOATS AND VEHICLES:**

- If you have purchased a boat or a vehicle, see the Notary at the registration table to pick up the following documents:
  - Title
  - Manufacturer's Statement of Origin
  - Odometer Disclosure Statement

**BIDDING GUIDELINES AND TERMINOLOGY**

- You must have a bidder's number before you are permitted to bid on any item. Numbers are available at the registration table. There is no registration or buyer's fee.
- To insure your bid is properly acknowledged, it is best to make a bid by raising your hand and saying "yes".
- The item being auctioned will be announced. The item will be displayed by holding it up, pointing to it or moving it. The item being auctioned may be shown by the auctioneer or one of his helpers.
- "One money takes all" – This means that all of the items being displayed are being auctioned at the same time and the bid is for the whole group
- "Bidder's choice" – This means that a group of similar items are being bid on. The bid is for one item of the group. The winning bidder may take one or all of the items. The winning bidder pays the winning bid times the number of items they take. After the winning bidder takes their choice the backup bidders may be offered to take their choice at the winning bid price. After the backup bidders take their choice, the general audience may be offered their choice at the winning bid price.

## **TERMS OF SALE**

**NOTE: ALL BIDDERS AND OTHER PERSONS ATTENDING THIS SALE AGREE THAT THEY HAVE READ AND HAVE FULL KNOWLEDGE OF THESE TERMS AND AGREE TO BE BOUND THEREBY.**

- IDENTIFICATION – All purchasers are required to give full name, address, phone number, and driver's license number.
- DEPOSIT – Each purchaser may be required to make a deposit in cash or by certified check of 25% of the bid on each lot purchased. In default of such deposit, the lot may be put up again immediately and resold.
- TIME OF PAYMENT – All bills must be paid in full Sale Day by 1 pm or by Friday 4 pm of the following week.
- REMOVAL – All purchases must be removed not later than Friday 3 pm following the auction date. Removal shall be at the expense, risk and liability of the purchaser. Purchase will be delivered only on presentation of paid bill. Auctioneer and GPHC shall not be responsible for goods not removed within the time allowed, but shall have the option to remove and store at the expense and risk of the purchaser any article purchased, but not paid for and removed within the time aforesaid.
- MANNER OF PAYMENT – All checks for deposits and balances due shall be payable to G.P.H.C. All bills must be paid to representatives of the auctioneer at the sale location unless otherwise announced. The full purchase price on all lots sold to the same buyer must be paid within the time fixed and before removal of any of the goods.
- CONDITION OF ARTICLES SOLD - The Auctioneer and GPHC shall not be responsible for the correct descriptions, genuineness, authenticity of, or defect in any lot, and makes no warranty in connection therewith. No sale will be set aside nor allowance made on account of any incorrectness, error in cataloguing, or any imperfection not noted. No deduction allowed on damaged articles, all goods being exposed for public exhibition, and sold "as is" and without recourse.
- CLAIMS – No claims will be allowed after removal of goods from premises.
- RESPONSIBILITY FOR NON-DELIVERY – Auctioneer and GPHC shall not, in any event, be liable for non-delivery or for any other matter or thing, to any purchaser of any lot, other than for the return to the purchaser of any lot, other than for the return to the purchasers of the deposit or sum paid on said lot, should the purchaser be entitled thereto.
- COMPLIANCE WITH TERMS OF SALE – In default of payment of bills in full within the time therein specified, the GPHC in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise, as liquidated damages. Lots not paid for and removed within the time allowed herein may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charges of re-sale, will be charged to the defaulting purchaser.
- RISK TO PERSON AND PROPERTY – Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the auctioneer and GPHC from liability therefore. Neither the auctioneer nor GPHC shall be liable by reason of any defect in or condition of the premises on which the sale is held.
- ADDITION TO OR WITHDRAWAL FROM SALE – The auctioneer and GPHC reserves the right to withdraw from sale any of the property listed or to sell at this sale property not listed, and also reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of the seller will be served, the auctioneer reserves the right to sell all the property listed, in bulk.
- SALE BY ESTIMATED WEIGHT, COUNT OR MEASURE – Where items are sold by estimated weight, count or measure, the purchaser will be billed for and required to pay for the estimated weight, count, or measure. If upon delivery any shortage exists, the purchaser will receive a refund at the rate of purchase. If there be an excess, the purchaser will be required to take and pay or such excess, at the rate of purchase.
- DISPUTE BETWEEN BIDDERS – If any dispute arises between two more bidders, the auctioneer may decide the same or put the lot up for sale again at once, or resell to the highest bidder. The auctioneer's decision shall be final and absolute.
- RESERVE – The auctioneer and GPHC reserves the right to reject any and all bids. On lots upon which there is a reserve, the auctioneer shall have the right to bid on behalf of the seller.
- RECORDS – The record of sale kept by the auctioneer and GPHC will be taken as final in the event of any dispute.
- AGENCY – The auctioneer is acting as agent only and is not responsible for the acts of its principals.
- LIMITATION OF LIABILITY – In no event shall Great Parks of Hamilton County, its Board of Commissioners, employees, or agents be liable to a bidder or any other person or entity for any claim, damage, or loss whatsoever, including without limitation, direct, special, consequential, indirect or incidental damages arising out of the sale of the property or the use of the property, however caused, whether for breach of contract, tort, negligence or under any other legal theory, whether foreseeable or not.
- ADDITIONAL TERMS AND CONDITIONS – The auctioneer may add other items and conditions of sale, such additional terms and conditions to be announced prior to the auction.
- GPHC does not tolerate a purchaser who STEALS, and will immediately be subject to arrest by local authorities and GPHC Ranger