

TERMS & CONDITIONS – ON-LINE BIDDING

- 1- All bidders must pre-register to bid at Bid Now (Stampler online bidding platform), or HiBid.com. Stampler Auctions highly recommends registering no later than Monday, September 27, 2021. This auction will require a refundable credit or debit card authorization / hold. Your credit card / debit card added through the fully secure and PCI compliant registration process will be assessed a \$1,000 authorization deposit in order to be approved to bid within the auction. You will not be approved without your credit card entered at the stage of registration being assessed a refundable deposit of \$1,000. Approvals will be processed one day prior to the auction so that the hold of funds is not for an extended period of time. Purchases will NOT be automatically charged to the credit card. Payment for purchase(s) is due within one business day (Wednesday, September 29, 2021) at 4:00pm by cash, cashier's check, wire transfer or Zelle. Should payment not be received by the deadline, Stampler Auctions will process the pre-authorization to cover the total amount of invoice along with any and all costs associated with collection / untimely payment of said invoice. Buyer is still subject to all terms and conditions of the auction.
20% Buyer's Premium is added to all purchases
(Cash / Cashier's Check / Wire Transfer / Zelle ONLY)
(No Credit Cards / No Debit Cards / No PayPal)
- 2- All persons attending the Auction or removing goods assume all risk of damage or loss to persons or property. The Auctioneer, Seller, Landlord, Trustee and/or Agent shall be released from any and all liability.
- 3- All bidders are encouraged to inspect assets being sold during the preview:
 - Tuesday, September 28, 2021 (9:00a.m.-11:00a.m. – By Appointment Only)*Previews are BY APPOINTMENT ONLY through the link on the 'Details' page on Stampler Auctions website.*
- 4- All property is sold "As-Is, Where-Is". **ALL SALES ARE FINAL!** Once an item is "sold", please do not ask us to remove it from your bill. At that time, subject to full and final payment, title of the property shall pass to the high bidder. The Auctioneer and Staff only provide information and descriptions to be used as guidelines with no guarantee as to accuracy.
- 5- Full payment required by Wednesday, September 29, 2021 at 4:00p.m. **(NO EXCEPTIONS)**
- 6- Nothing can be removed during the Auction. Check-Out times are as follows **(NO EXCEPTIONS)**:
 - Thursday, September 30, 2021 (9:00a.m. to 4:00p.m.)
 - Friday, October 1, 2021 (9:00a.m. to 4:00p.m.)
 - *Check-Out times are BY APPOINTMENT ONLY through the link on email sent with invoice after the auction.*
 - Final removal required by Friday, October 1, 2021 at 4:00p.m. Any purchases not removed by this date and time will accrue a minimum storage charge of \$50 per lot per day. Total responsibility for removal of purchases is that of the Purchaser, financially and physically. **STAMPLER AUCTIONS WILL NOT HANDLE SHIPPING, PACKING OR MOVING OF ANY PURCHASES.**
- 7- The Auctioneer reserves the right to group, break or withdraw lots. The Auctioneer shall have **absolute** discretion in case of a disputed lot and reserves the right to reopen the bidding on such disputed lots.
- 8- Any person who bids in bad faith or disrupts the Auction may be restricted from bidding.
- 9- The Auctioneer, at their sole discretion, may reject any nominal or fractional bid advances in order to maintain the flow of the Auction.
- 10- Any and all Bidders and/or Sellers have the right to protected identities during the auction, if so desired.
- 11- All items are sold by the piece times the bid price. Buyer must take entire lot and pay for overages or be reimbursed for shortages, if applicable. **No claims or shortages of any nature will be recognized after removal.**
- 12- The purchaser agrees to pay all bills, invoices and/or debts owing to Stampler Auctions in accordance with the agreed upon terms of sale. In the event such bills, invoices and/or debts are not paid when due, they will accrue late charges at the rate of 18% per year or the maximum interest allowed by law. Purchaser also agrees to reimburse Stampler Auctions and/or Seller for any Attorney's fees, costs and/or collection fees Stampler Auctions may incur in its effort to collect any past due amounts or enforce any agreed upon terms of sale. Venue for any litigation is agreed to be in Broward County, Florida. The Auctioneer and/or Seller reserve the right, in addition to other remedies, including without limitation to enforce **any or all** of the following at its sole discretion:
 - a) Hold the Purchaser liable for the bid price, plus buyer's premium and costs, including attorney's fees.
 - b) Cancel the specific sale, retaining any and all payments made by the Purchaser as liquidated damages.
 - c) Resell the property, without notice, at public or private sale. In such event, the original Purchaser shall be liable for any deficiency, sale costs, commission, storage and any extra expenses, including attorney's fees.
 - d) Seek specific performance and hold the bidder liable for all costs associated, including attorney's fees.

- 13- Any and all announcements made by the Auctioneer will take precedence over any previously printed or verbal statements, brochures, newspaper ads, etc.
- 14- 20% Buyer's Premium will be added to all purchases.
- 15- **CASH / CASHIER'S CHECK / WIRE TRANSFER / ZELLE ONLY
NO CREDIT CARDS / NO DEBIT CARDS / NO PAYPAL**
- 16- Applicable Sales Tax of 7% will be added to all purchases, unless the purchaser has a valid resale certificate and dealer license.
- 17- Nothing leaves the Auction premises without payment in full.

PAYMENT OPTIONS:

All payments must be made electronically or overnight mail to Stampler Auctions.

- Cash (at Stampler office – in person with appointment)
- Cashier's Check – made payable to STAMPLER AUCTIONS – with reference of bidder number (at Stampler office – in person with appointment or overnight)
- Wire Transfers – with reference of bidder number (Payment instructions will be sent with invoice)
- Zelle – to 'info@stamplerauctions.com' or '954.445.4655' (Payment instructions will be sent with invoice)
- **The credit card that is on file with bidding platform will NOT be charged automatically.**
- No Credit Cards
- No Debit Cards
- No Paypal
- No personal or company checks will be accepted unless accompanied by specific bank "Guarantee" letter addressed to Stampler Auctions (format available upon request)

Electronic payments (Wire / Zelle) are preferred.

Once you are paid in full, you will need to schedule an appointment to check-out.