

Special Terms for Storage Site Auctions—Davis Auctioneers

1. **NO ONE** under the age of sixteen (16) will be admitted to the auction under any circumstances. Anyone under the age of sixteen must remain at the front office and be accompanied by a parent or adult.
2. Bidders may view items from the opening of the doorway of the unit **ONLY**. You may not touch or handle any of the items or step inside the door. What you see from the door is what you will be bidding on unless noted otherwise.
3. The contents of the units are sold "**AS IS**", "**WHERE IS**". **No warranties No guarantees expressed or implied**. Auctioneer and/ or facility do not accept any liability on the goods purchased at the time of sale. All sales are FINAL.
4. Payment is due at the conclusion of each auction at each location in **CASH ONLY**. No checks or credit cards will be accepted unless preapproved by facility or Auctioneer. No time will be allotted for securing funds from ATM machines. Payment must be made immediately upon conclusion of the auction of the last unit sold at that location and before removal of any merchandise from the premises.
5. Sales tax will be charged on each unit unless the successful bidder has a resale certificate and number furnished to Auctioneer at each auction.
6. Units must be completely emptied and all items removed within the timeframe designated by that facility; generally 24-48 hours from time of auction. You may **NOT** use the on site dumpster.
7. A **Cleaning Deposit** may be required at each location. Units should be left broom swept clean.
8. Personal items are to be left with the facility manager. A box will be provided if necessary. Personal items include, but are not limited to; photographs, photograph albums, birth certificates, death certificates, diplomas, tax records, anything with a Social Security Number, and other items of that general nature.
9. The Auctioneer, at all times, reserves the right to: (A) Revoke the bidding privileges of any bidder, and/or; (B) Refuse a bid that is merely a fractional advance of the preceding bid, and/or; (C) Cancel the sale anytime prior to having said "SOLD"
10. Persons, while attending the auction, and/or during the removal of goods from the premises, assume all risk for personal and/or property damage. Therefore, neither the Auction Company nor its Principal shall be liable by reason of a defect in or of the condition of the premises at which the auction is held.
11. Successful bidders are to place their own locks on doors to the unit they purchase. Do not ask the facility management to put a lock on a unit for you.
12. Successful bidders immediately become the new owners of the contents of the unit they have purchased. As such, they are the only persons authorized facility access, and then only for the purpose of entering those specific units. Successful bidders **MAY NOT** resell the contents of a unit on site to a third party. The successful bidder is solely responsible for disposal of the contents of any and all units coming into their possession by way of the auction.
13. It is the responsibility of the Bidder to make sure their bid(s) can be seen or heard by the Auctioneer.
14. Locations listed are possible locations for that day. All locations may or may not be on the auction list for that day. The order of the auction list is subject to change without any prior notice.
15. The Auctioneer reserves the right to voice record each auction for verification of the conduct of the sale, unit price, and any other necessary documentation.
16. Announcements made day of sale supersede any and all other announcements and information. Terms are subject to change without notice.
17. Persons attending the auctions agree to abide to the terms listed above and/ or any other terms that may apply at each auction. Failure to abide by such terms can result in those persons being removed from the auction and/ or declined participation at any future auctions conducted by the Auctioneer, the facility, or any combination thereof. These terms are in effect for all auctions for this date and all future auctions until such time that these terms and conditions are revised.
18. Buyer and/or Attendees of this auction hereby authorize the use of their image, photograph and/or video to be used by the Auctioneer and/or Auction Company for the purpose of advertising, promotions and/or any other venue selected by the Auctioneer.