

GENERAL AUCTION TERMS AND CONDITIONS

LESLIE B. LASSITER ESTATE

113 NEAL STREET, MARTIN, TN 38237

ONLINE PERSONAL PROPERTY AUCTION

ON-LINE ONLY AUCTION – EXTENDED BIDDING FEATURE

BIDDING ENDS – MONDAY ~ SEPT. 11TH, 2023 AT 6 P.M.

**BUDWEISER-STROH'S-MILLER & OTHER BEER STEINS, LIGHTS & SIGNS –
HOT WHEELS & COLLECTIBLES**

& TUESDAY ~ SEPT. 12TH, 2023 –6 P.M.

**PRECIOUS MOMENTS – CLOWNS – AVON BOTTLES –
COCA COLA COLLECTIBLES & MISC.**

***BIDDERS MUST REGISTER WITH ALEXANDER AUCTIONS & REAL
ESTATE SALES AT WEBSITE (www.alexanderauctions.com)***

***ALL BIDDERS MUST AGREE TO ENTER BIDS ACCORDING TO THESE TERMS
AND CONDITIONS.***

1. THIS PERSONAL PROPERTY IS OFFERED UNDER THE FOLLOWING TERMS AND CONDITIONS OF SALE, WHICH TERMS AND CONDITIONS OF SALE AND DESCRIPTIONS OF ITEMS LISTED ON THE ATTACHED, MAY BE AMENDED, UPDATED OR ALTERED AT THE TIME AND DURING THE SALE BY THE AUCTION COMPANY.
2. BID ON THE DESCRIPTION – NOT PICTURES. PICTURES MAY OVERLAY OR OCCASIONALLY HAVE THE WRONG PICTURE WITH DESCRIPTION.
3. LOTS ARE SOLD BY LOT, NOT BY COUNT PER ITEM. EFFORTS HAVE BEEN MADE TO PROVIDE ACCURATE COUNTS.
4. ***TERMS OF SALE:*** ALL PROPERTY IS SOLD “AS-IS’ AND ‘WHERE-IS’ AND NEITHER ALEXANDER AUCTIONS & REAL ESTATE SALES MAKES ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE WITH RESPECT TO THE PROPERTY BEING SOLD. IN NO EVENT SHALL ALEXANDER AUCTIONS & REAL ESTATE SALES OR THE SELLER BE RESPONSIBLE FOR THE CORRECTNESS OF OR BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, DESCRIPTION, SIZE, GENUINENESS, YEAR OF MANUFACTURE, ATTRIBUTION, PROVENANCE OR CONDITION CONCERNING THE PROPERTY OR ANY WARRANTY THAT ANY ITEM COMPLIES WITH ANY APPLICABLE FEDERAL OR STATE LAWS. NO STATEMENT SET FORTH IN THE ATTACHED LIST OR MADE AT THE SALE OR IN THE BILL OF SALE OR INVOICE OR ELSEWHERE, WHETHER ORAL OR WRITTEN, SHALL BE DEEMED

SUCH A WARRANTY OR REPRESENTATION OR AN ASSUMPTION OF LIABILITY. ALEXANDER AUCTIONS & REAL ESTATE SALES MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE DESCRIPTIONS OR REPRESENTATIONS WHICH WERE PROVIDED BY THE SELLER AND ARE LISTED ON THE ATTACHED OR AS TO THE CONDITION OF THE ITEM.

5. **CONDITIONS OF ITEMS SOLD:** ALL INFORMATION IS BELIEVED TO BE ACCURATE; HOWEVER, ALEXANDER AUCTIONS SHALL NOT BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, AUTHENTICITY, GENUINENESS OF OR DEFECT IN ANY LOT, AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO ALLOWANCES WILL BE MADE OR SALE SET ASIDE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGING OR ANY IMPERFECTION NOT NOTED. NO DEDUCTION WILL BE ALLOWED ON DAMAGED ARTICLES AS ALL GOODS BEING EXPOSED FOR PUBLIC EXHIBITION ARE SOLD "AS IS" AND WITHOUT RECOURSE.
6. **LOCATION:** ITEMS LOCATED ON-SITE AT 113 NEAL STREET, MARTIN, TN 38237.
7. **BIDDING PROCEDURE - EXTENDED BIDDING:** EACH TIME A BID IS PLACED ON AN ITEM IN THE FINAL FIVE (5) MINUTES OF STAGGERED ENDING WITH A CERTAIN NUMBER OF LOTS CLOSING WITHIN A SPECIFIC CLOSING TIME, BIDDING TIME FOR THAT ITEM WILL BE AUTOMATICALLY EXTENDED FIVE (5) MINUTES FROM THE TIME THE BID WAS PLACED ON THAT LOT. EXAMPLE: IF AN AUCTION IS SCHEDULED TO END AT 1 P.M. AND AN ITEM RECEIVES A BID AT 12:59 P.M., THE CLOSING TIME OF THAT ITEM AUTOMATICALLY EXTENDS TO 1:05 P.M. THE AUTO-EXTEND FEATURE REMAINS ACTIVE ON THAT LOT UNTIL NO FURTHER BIDS ARE RECEIVED WITHIN A FIVE-MINUTE TIME FRAME ON THAT LOT.
8. **BUYER'S PREMIUM:** A 10% BUYER'S PREMIUM WILL BE ADDED TO THE HIGHEST BID ON EACH ITEM TO REACH THE TOTAL SALES PRICE.
9. BIDDERS ARE REQUIRED TO PRE-REGISTER FOR A BIDDING NUMBER AND GIVE EVIDENCE OF THEIR CREDIT-WORTHINESS.
10. TO BE AN APPROVED ON-LINE BIDDER AT THIS AUCTION YOU MUST HAVE A VALID VISA OR MASTERCARD CREDIT CARD ON FILE.
11. **BUYERS:** YOUR CREDIT CARD WILL BE CHARGED IMMEDIATELY FOLLOWING THE AUCTION FOR ITEMS UNDER \$500.00 TOTAL WHEN CREDIT CARDS ARE ACCEPTED PAYMENT.
12. **FULL PAYMENT:** ALL ITEMS MUST BE PAID FOR IN FULL BEFORE THEY ARE REMOVED FROM THE PREMISES. PAYMENT FOR PURCHASES MUST BE MADE BY CASH OR CASHIER'S CHECK, PERSONAL CHECK OR BUSINESS CHECK.

LETTERS OF GUARANTEE MADE TO ALEXANDER AUCTIONS MUST BE FOR THIS AUCTION ONLY, ALONG WITH PROOF OF IDENTITY. BIDDER AGREES NOT TO STOP PAYMENT ON CHECKS OR DISALLOW A BANK DRAFT AND IS RESPONSIBLE FOR ANY EXPENSES DUE TO COLLECTION OF BAD CHECK. IN THE EVENT OF

NON-PAYMENT OF BAD-CHECK, THE AUCTIONEER RESERVES THE RIGHT TO REPOSSESS THE MERCHANDISE INVOLVED, AT ANY TIME AT YOUR LOCATION.

13. **PAYMENT:** BUYER AGREES THAT ALL PURCHASES MUST BE PAID IN FULL NO LATER THAN SEPTEMBER 13TH, 2023 BY 5 P.M. ALL PAYMENTS ARE TO BE MADE IN U.S. CURRENCY BY CASH, WIRE TRANSFER, CASHIER'S CHECK, CERTIFIED BANK CHECK, OR PERSONAL CHECK WITH IRREVOCABLE LETTER OF GUARANTY IN FAVOR OF ALEXANDER AUCTIONS & REAL ESTATE SALES, REQUIRED OF ALL PURCHASERS NOT PERSONALLY KNOWN BY THE AUCTION COMPANY. BUYERS ARE RESPONSIBLE FOR ANY WIRE TRANSFER. PURCHASERS WHO WISH TO PAY BY PERSONAL CHECK MUST BE CLEARED BY ALEXANDER AUCTIONS & REAL ESTATE SALES OR BY THE SELLER.
14. **CREDIT CARDS:** WE ONLY ACCEPT A TOTAL PAYMENT OF \$500.00 PLUS THE BUYER'S PREMIUM PER 1 OR MORE ITEMS. A 5% SERVICE FEE WILL BE CHARGED WITH ALL CREDIT CARD PAYMENTS. THE CREDIT CARD ON FILE WILL BE CHARGED IMMEDIATELY FOLLOWING THE AUCTION FOR THE FULL AMOUNT OF THE WINNING HAMMER PRICE PLUS PREMIUMS.
15. NO ITEMS CAN BE REMOVED THE DAY OF THE AUCTION. PICK UP DAYS ARE THURSDAY, SEPT. 13TH, FRIDAY, SEPT. 14TH FROM 9 A.M. TO 5 P.M. AND SATURDAY, SEPT. 15TH FROM 9 A.M. TO 12 NOON. REMOVAL MUST BE BY APPOINTMENT. CALL (731) 587-4244 OR (731) 225-1157 FOR APPOINTMENT.
16. **REMOVAL OF ALL ITEMS:** *ALL ITEMS MUST BE REMOVED ON OR BEFORE SATURDAY, SEPTEMBER 16TH, 2023 BY 1:30 PM. REMOVAL MUST BE ARRANGED BY APPOINTMENT.*
17. **SALES TAX:** SALES TAX WILL NOT BE COLLECTED ON ANY ITEM IN THE AUCTION.
18. BUYER IS RESPONSIBLE FOR ALL LOADING INCLUDING LABOR AND REMOVAL. BRING YOUR LOADING PERSONNEL. ALEXANDER AUCTIONS DOES NOT PROVIDE LOADING LABOR.
19. *ALL ITEMS MUST BE PICKED UP ONSITE AT 113 NEAL STREET, MARTIN, TN 38237. BUYER TO PAY ALL COST INCLUDING MOVING AND TRANSPORTATION TO SHIPPER, ALL PACKING & SHIPPING CHARGES, AND INSURANCE. ALL CHARGES WILL BE CHARGED TO YOUR CREDIT CARDS IMMEDIATELY AT THE TIME OF SHIPPING. IF YOUR CREDIT CARD IS DENIED THERE WILL BE A \$30.00 CHARGE.*
20. *ITEMS FOR SHIPPING WILL BE DELIVERED TO SHIPPING AND PACKING COMPANY WITHIN 10 BUSINESS DAYS.*
21. **REMOVAL OF PROPERTY OR STORAGE:** NONE OF THE PROPERTY MAY BE REMOVED FROM THE PREMISES UNTIL THE TOTAL PURCHASE PRICE HAS BEEN PAID.
22. ANY ITEMS LEFT AND NOT REMOVED FROM THE PREMISES REMAIN AT THE SOLE RISK OF THE BUYER. REMOVAL SHALL BE AT THE EXPENSE, LIABILITY,

AND RISK OF THE PURCHASER. *PURCHASES CAN BE REMOVED ONLY ON PRESENTATION OF ORIGINAL BILL OF SALE.* PHOTOSTATS OF BILLS OF SALE WILL NOT BE ACCEPTED FOR REMOVAL. UPON FAILURE OF PURCHASER TO REMOVE GOODS WITHIN TIME SPECIFIED AS POSTED OR ANNOUNCED, AUCTIONEER SHALL HAVE THE OPTION OF REMOVING AND STORING THE GOODS AT EXPENSE AND RISK OF THE PURCHASER OR DEEMING MONEY DEPOSIT FORFEITED IN WHICH CASE AUCTIONEER MAY RESELL WITHOUT NOTICE AT PUBLIC SALE OR OTHERWISE DISPOSE OF GOODS AT RISK AND EXPENSE OF PURCHASER. PURCHASER SHALL REMAIN LIABLE FOR LOSS, EXPENSE AND DAMAGES ARISING FROM THE PURCHASER'S DEFAULT.

23. **INSURANCE:** BUYER IS RESPONSIBLE FOR INSURANCE. INSURE YOUR ITEMS AT TIME OF PURCHASE WHICH IS THE END OF THE ONLINE AUCTION.

24. **BIDDER CONTRACT:** THIS BIDDER CONTRACT ENTERED INTO BETWEEN THE BIDDER WHOSE NAME IS REGISTERED AND ALEXANDER AUCTIONS & REAL ESTATE SALES SHALL GOVERN THIS AUCTION AND HE/SHE AGREES WITH THE TERMS AND CONDITIONS. ADDITIONAL TERMS WHICH MAY BE POSTED ON SITE OR POSTED ONLINE ON ALEXANDER AUCTIONS' WEBSITE ARE JUST AS BINDING AS THE PRINTED TERMS AND CONDITIONS.

25. **COMPLIANCE WITH THE TERMS OF SALE:** IN DEFAULT OF PAYMENT OF BILLS IN FULL WITHIN THE TIME ANNOUNCED FOR THIS AUCTION THE AUCTIONEER 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 WITHIN THE TIME SPECIFIED HEREIN MAY BE RESOLD AT PUBLIC OR PRIVATE SALE WITHOUT FURTHER NOTICE. ANY RESULTING DEFICIENCY TOGETHER WITH ALL EXPENSES AND COSTS OF RE-SALE WILL BE THE RESPONSIBILITY OF THE DEFAULTING PURCHASER. EACH BUYER IN MAKING A BID DOES HERewith AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AS HEREIN STATED AND AS OTHERWISE SET FORTH. THE FAILURE OR DEFAULT BY A SUCCESSFUL BUYER TO FULLY COMPLY WITH THE TERMS AND CONDITIONS HEREIN WILL BE TREATED AS AN IMMEDIATE BREACH AND THE DEPOSIT AS MADE RETAINED AND APPLIED TOWARD ANY DEFICIT IN ADDITIONAL COSTS OR CHARGES AS INCURRED TO AFFECT THE RESALE OF THAT PROPERTY AT PRIVATE OR PUBLIC SALE. THERE SHALL BE NO FURTHER NOTICE REQUIRED TO THE BUYER ONCE A DEFAULT HAS OCCURRED. THE OBLIGATION OF THE BUYER SHALL BE FOR COSTS AS INCURRED, PLUS ANY DEFICIT INCLUDED ARISING FROM THE BUYER'S DEFAULT.

26. *ALEXANDER AUCTIONS ESTABLISHES BID INCREMENTS: ALEXANDER AUCTIONS RESERVE THE RIGHT TO CHANGE THE BID INCREMENTS BY INCREASING OR DECREASING AT ANY TIME. BID INCREMENTS ARE INDICATED ONLINE IN THE BID PROGRAM.*

27. BIDDERS WHO BID OFF-SITE AND ARE NOT PRESENT AT THE PREVIEW UNDERSTAND AND ACKNOWLEDGE THAT THEY MAY NOT BE ABLE TO INSPECT AN ITEM AS WELL AS IF THEY EXAMINED IT IN PERSON. IT IS THE BIDDER'S RESPONSIBILITY TO DETERMINE CONDITION, AGE, GENUINENESS, VALUE OR ANY OTHER DETERMINATIVE FACTOR.

28. ALEXANDER AUCTIONS & REAL ESTATE SALES IS PROVIDING INTERNET AUCTION BIDDING AS A SERVICE TO BIDDER. BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THIS SERVICE MAY OR MAY NOT FUNCTION CORRECTLY THE DAY OF THE AUCTION. UNDER NO CIRCUMSTANCES SHALL BIDDER HAVE ANY KIND OF CLAIM AGAINST ALEXANDER AUCTIONS & REAL ESTATE SALES OR ANYONE ELSE IF THE INTERNET SERVICE FAILS TO WORK CORRECTLY BEFORE OR DURING THE LIVE AUCTION. ALEXANDER AUCTIONS & REAL ESTATE SALES WILL NOT BE RESPONSIBLE FOR ANY MISSED BIDS FROM ANY SOURCE. INTERNET BIDDERS WHO DESIRE TO MAKE CERTAIN THEIR BID IS ACKNOWLEDGED SHOULD LEAVE THEIR MAXIMUM BID 24 HOURS BEFORE THE AUCTION BEGINS.
29. **CONFIRMATION OF PURCHASE:** TITLE TO THE PROPERTY SHALL PASS TO THE BUYER UPON THE FALL OF THE AUCTIONEER'S HAMMER OR CLOSE OF THE AUCTION, SUBJECT TO THE COMPLIANCE OF THE CONDITIONS OF SALE. BUYER ASSUMES ALL RESPONSIBILITY FOR THE ITEM OR ITEMS AND SHALL PAY THE TOTAL PURCHASE PRICE.
30. ALL SALES ARE FINAL. ALL PURCHASERS ARE RESPONSIBLE FOR THE ITEM UPON THE FALL OF THE HAMMER. FALL OF THE HAMMER IN THIS ON-LINE AUCTION SHALL BE WHEN THE BIDDING ENDS AND THE FINAL BIDDER BECOMES THE WINNER. BIDDERS WHO DO NOT PAY WILL BE BLACKLISTED FROM BIDDING ON ALEXANDER AUCTIONS WEBSITE AND MARKNET ALLIANCE. ALEXANDER AUCTIONS & REAL ESTATE SALES WILL NOT ACCEPT ANY MERCHANDISE BACK BECAUSE YOU HAVE DECIDED THAT YOU DO NOT WANT IT OR YOU HAVE DECIDED YOU OVERPAID FOR IT. IF YOU PURCHASE AN ITEM AND LEAVE AND DO NOT PAY FOR IT, THEN WE WILL PROCEED TO COLLECT FOR THE ITEM IN A LEGAL MANNER.
31. **WARRANTY:** ALL ITEMS ARE SOLD "AS IS", "WHERE IS", WITHOUT GUARANTEE OF ANY KIND. ***NO WARRANTY ON QUALITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR INTENDED USE OR ANY PARTICULAR PURPOSE OR PARTICULAR USE IS GIVEN.***
32. THE DESCRIPTIONS OF ITEMS APPEARING IN ADVERTISING PRIOR TO THIS AUCTION ARE BELIEVED TO BE CORRECT. NEVERTHELESS, NEITHER THOSE DESCRIPTIONS NOR ANY ORAL STATEMENTS MADE BY THE OWNER (OR HIS AGENTS OR OFFICERS) OR THE AUCTIONEER (OR HIS AGENTS OR OFFICERS) CONCERNING ANY ITEM SHALL BE CONSTRUED AS A WARRANTY, EITHER EXPRESSED OR IMPLIED. BIDDER AGREES TO INSPECT THE PHOTOS OF THE ITEMS THEY ARE BIDDING ON AND TO SATISFY THEMSELVES AS TO THE PROPER NAME, AGE, AND CONDITION OF THE ITEM. I, THE BIDDER, HAVE EXAMINED THIS MERCHANDISE AND ACCEPT IT IN "AS IS" CONDITION.
33. **ATTORNEY FEES:** IN AN ACTION ARISING OUT OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES AND COSTS.
34. ANY COURT LITIGATION SHALL BE IN WEAKLEY COUNTY, TN.

35. **UCC SECTION 2-328 (4) DISCLAIMER:** SECTION 2-328(4) OF THE UCC STATES, “IF THE AUCTIONEER KNOWINGLY RECEIVES A BID ON THE SELLER’S BEHALF OR THE SELLER MAKES OR PROCURES SUCH A BID, AND NOTICE HAS NOT BEEN GIVEN THAT LIBERTY FOR SUCH BIDDING IS RESERVED, THE BUYER MAY AT HIS OPTION VOID THE SALE OR TAKE THE GOODS AT THE PRICE OF THE LAST GOOD FAITH BID PRIOR TO THE COMPLETION OF THE SALE.” ACCORDINGLY, THE SELLER AND THEIR AGENTS, HEREBY, RESERVE THE RIGHT TO BID AT TODAY’S AUCTION.
36. INTERNET BIDDERS WHO DESIRE TO MAKE CERTAIN THEIR BID IS ACKNOWLEDGED SHOULD USE THE PROXY-BIDDING FEATURE AND LEAVE THEIR MAXIMUM BID 24 HOURS BEFORE THE AUCTION BEGINS.
37. PURCHASERS SHALL PROVIDE THEIR OWN PHYSICAL AND LIABILITY INSURANCE COVERAGE FOR THEMSELVES, EMPLOYEES AND THEIR RIGGERS. PURCHASERS ARE RESPONSIBLE FOR THEIR OWN INSURANCE COVERAGE FOR PROPERTY DAMAGE AND LIABILITY COVERAGE FOR THEMSELVES, THEIR EMPLOYEES, THEIR RIGGERS. PURCHASERS SHALL HOLD HARMLESS THE SELLERS AND ALEXANDER AUCTIONS & REAL ESTATE SALES FROM ANY LIABILITY OR PROPERTY DAMAGE CAUSED BY THEM.
38. ALEXANDER AUCTIONS & REAL ESTATE SALES AND THE SELLER IS NOT AND WILL NOT BE RESPONSIBLE FOR OR FURNISH ANY SECURITY FOR ITEMS AFTER THE FALL OF THE HAMMER.
39. **ADDITIONS TO OR WITHDRAWAL FROM SALE:** ALEXANDER AUCTIONS RESERVES THE RIGHT TO WITHDRAW ANY OF THE ITEMS FROM THE SALE; TO GROUP ONE OR MORE LOTS INTO ONE OR MORE SELLING LOTS OR TO SUBDIVIDE INTO TWO OR MORE SELLING LOTS.
40. **AUCTIONEER:** THE AUCTIONEER, WHEN ACTING AS AGENT, IS NOT RESPONSIBLE FOR ACTS OF ITS PRINCIPALS.
41. **OWNERSHIP:** ALL ITEMS BECOME THE SOLE RESPONSIBILITY OF THE PURCHASER IMMEDIATELY AT KNOCKDOWN. NO REFUNDS OR ADJUSTMENTS WILL BE ALLOWED FOR ANY SHORTAGES. IF YOU BELIEVE YOU ARE ENTITLED TO AN ADJUSTMENT TO YOUR INVOICE DUE TO MISSING OR DAMAGES ITEM(S), YOU, YOUR MOVER OR YOUR RIGGER MUST REPORT THE PROBLEM TO OUR ON-SITE SUPERVISOR PRIOR TO SETTLEMENT AND PRIOR TO THE ITEMS LEAVING THE PROPERTY. ONCE THE ITEM HAS LEFT THE PROPERTY, THERE WILL BE NO ADJUSTMENTS. WHEN YOU HIRE A MOVER/RIGGER, THE MOVER/RIGGER IS ACTING AS YOUR AGENT. WE WILL NOT ACCEPT THAT THE MOVER/RIGGER DID NOT NOTIFY YOU OF A MISSING OR DAMAGED ITEM(S) OR THAT IT WAS DISCOVERED THAT AN ITEM(S) WAS MISSING OR DAMAGED WHEN YOUR PURCHASES WERE DELIVERED TO YOUR FACILITY. ALL BIDDERS AND MOVERS/RIGGERS MUST BE AWARE OF THIS POLICY! IF FOR ANY REASON WHATSOEVER, A PROPERTY AS BID, CANNOT BE DELIVERED WITHIN THAT PERIOD OF TIME PROVIDED FOR AT THE SALE, THE BUYER EXPRESSLY WAIVES LIABILITY ON THE PART OF ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER AND FURTHER AGREES THAT ANY OBLIGATION WITH RESPECT

THERE TO SHALL BE LIMITED TO THE BID AND PAID FOR SAID PROPERTY (ASSETS).

42. **RECORDS**: THE RECORD OF SALE KEPT BY ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER AND BOOKKEEPER WILL BE TAKEN AS FINAL IN THE EVENT OF ANY DISPUTE.
43. **NOMINAL BIDS**: ANY BID WHICH IS MERELY A NOMINAL OR FRACTIONAL ADVANCE MAY BE REJECTED BY THE AUCTIONEER, IF IN HIS JUDGMENT IT MAY AFFECT THE SALE NEGATIVELY.
44. THE BUYER DOES HEREBY ASSUME AND DOES AGREE TO INDEMNIFY AND HOLD ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER AND SELLER HARMLESS FROM ANY FUTURE CLAIM WHICH SHALL PERTAIN TO THE FITNESS OR USE OF THAT ASSET AS BEING PURCHASED.
45. **ADDITIONAL TERMS AND CONDITIONS**: ADDITIONAL TERMS OR CONDITIONS OF SALE MAY BE ADDED BY AUCTIONEER BY ANNOUNCEMENT OR POSTED ON THE PREMISES OR ONLINE PRIOR TO THE AUCTION.
46. ANY BIDDERS APPROVED BY ALEXANDER AUCTIONS HAVE THE RIGHT TO BID IN THIS AUCTION, INCLUDING SELLERS, OWNERS, AUCTIONEERS, AND PERSONNEL WORKING IN THIS AUCTION.
47. ALL ANNOUNCEMENTS MADE FROM THE AUCTION STAND OR DURING THE AUCTION BIDDING PERIOD WILL TAKE PRECEDENCE OVER ANY PREVIOUS ANNOUNCEMENTS OR STATEMENTS.
48. **WIRE TRANSERS**: PLEASE DO NOT WIRE FUNDS WITHOUT VERBALLY VERIFYING THE WIRING INSTRUCTIONS AND CASH TO CLOSE AMOUNT PRIOR WITH SOMEONE FROM OUR OFFICE. **REMEMBER: INQUIRE BEFORE YOU WIRE. WARNING: FRAUDULENT FUNDING INSTRUCTIONS: EMAIL HACKING AND FRAUD ARE ON THE RISE TO FRAUDULENTLY MISDIRECT FUNDS. PLEASE CALL OUR OFFICE IMMEDIATELY USING CONTACT INFORMATION FOUND FROM AN INDEPENDENT SOURCE, SUCH AS THE SALES CONTRACT, INVOICE OR INTERNET TO VERIFY ANY FUNDING INSTRUCTIONS RECEIVED. WE ARE NOT RESPONSIBLE FOR ANY WIRES SENT BY YOU TO AN INCORRECT BANK ACCOUNT.**

WE APPRECIATE YOUR BIDDING AT THIS AUCTION & WILL BE GLAD TO ANSWER ANY QUESTIONS YOU MAY HAVE. CALL ALEXANDER AUCTIONS AND REAL ESTATE SALES AT 731-587-4244.

EXPLANATION OF WAYS TO BID:

Maximum Bid: *The maximum amount you are willing to pay for a lot. Your bid will only increase by the minimum increment, but will automatically rise to your maximum bid as others bid up the lot over time.*

“Forcing the Bid” *is a bidding strategy by which a bidder increases the bid by more than the next accepted bid (placing your bid at \$150.00 when the accepted bid is \$50.00). This practice is used by some bidders to discourage others from bidding, in hopes of acquiring an item at a lower price. This prevents someone else from bidding your max bid first.*

There are many theories on the effectiveness of this practice and a bidder who wishes to apply it does so at their own discretion. The Auction Company will not lower the price of an item that has been won by a “jumped” bid with no other competing bids.

Extend All/Dynamic Bidding *Auctions may extend the bidding time on any lot that gets a bid within a certain amount of time of its scheduled closing time. The Auction will remain open for all lots until no bids are placed in the allotted amount of time. The Auctioneer will determine the number of minutes necessary to activate dynamic bidding ahead of time.*

EXTENDED BIDDING: *EACH TIME A BID IS PLACED ON AN ITEM IN THE FINAL FIVE (5) MINUTES OF THE AUCTION, BIDDING TIME FOR THAT ITEM WILL BE AUTOMATICALLY EXTENDED FIVE (5) MINUTES FROM THE TIME THE BID WAS PLACED ON THAT LOT. EXAMPLE: IF AN AUCTION IS SCHEDULED TO END AT 1 P.M. AND AN ITEM RECEIVES A BID AT 12:59 P.M., THE CLOSING TIME OF THAT ITEM AUTOMATICALLY EXTENDS TO 1:05 P.M. THE AUTO-EXTEND FEATURE REMAINS ACTIVE ON THAT LOT UNTIL NO FURTHER BIDS ARE RECEIVED WITHIN A FIVE-MINUTE TIME FRAME ON THAT LOT.*

EXTEND ALL BIDDING: *EACH TIME A BID IS PLACED ON A TRACT OF REAL ESTATE OR A LOT IN THE FINAL FIVE (5) MINUTES OF THE AUCTION, BIDDING TIME FOR ALL THE TRACTS OF REAL ESTATE AND LOTS IN THE AUCTION WILL EXTEND 5 MINUTES. ALL TRACTS AND PLOTS WILL REMAIN OPEN FOR BIDDING UNTIL NO BIDS ARE PLACED ON ANY TRACT OF REAL ESTATE OR ANY LOT IN THE LAST 5 MINUTES. ALL LOTS WILL CLOSE AT THE SAME TIME.*

Alexander

AUCTIONS & REAL ESTATE SALES

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