**Terms and Conditions**

**F&F Auctioneers**

**P.O. Box 324, Cherokee, TX 76832**

**325-372-1717 fandfauctioneers.hibid.com Facebook F&F Auctioneers: David Fry**

Any announcements made auction day shall take precedents over any previous printed/ electronic material or announcements. All purchases are to be paid in full on Sale Day. Company or personal checks accepted if accompanied with photo ID. Buyer agrees to pay all applicable sales tax on all purchases unless the buyer provides proof of current Texas tax or resale number on file for tax exemption prior to opening of sale. Onsite buyer's premium $0-2000.00 10%, $2000.01-10,000.00 5%, $10000.01+ 3% -online buyers will be charged an additional 3% on buyer’s premium. There will be a 3% processing fee on all debit/credit cards. Auctioneer reserves the right to hold any purchases until all funds have cleared the auctioneer’s bank. F&F Auctioneers reserve the right to bid on/buy items.

All buyers and bidders must provide proper identification, register and receive a bidder number at each auction. The auctioneer reserves the right to refuse any person a bidder number and may revoke the bidders’ number and privileges at anytime.

All sales are made and accepted “As Is, Where Is, With All Faults” and without warranty or guarantee of any kind, either written, expressed or implied. Look before you bid. All sales are final. No refund or exchanges. Every effort is made to “guard” merchandise throughout the auction; however, the bidder becomes solely responsible for all items purchased by him immediately following his winning bid. Therefore he is advised to further guard his items at his own discretion. Nothing is to be removed from premises until paid for. The bidder is responsible for knowing which item he is bidding on. If he is unsure, he should inquire or not bid. When you become the winning bidder at an auction you have effected a contract and will be expected to pay for items in which you were evidenced to be the successful bidder. Auctioneer will not honor “mistakes.”

If buyer fails to make settlement in full on day of auction, auctioneer may resell such property, using the auctioneer’s sole discretion and buyer shall be responsible for any damages and expenses of resale and collection, including attorney’s fees. The auctioneer and company acts as agents only.

Auctioneer reserves the right to accept bids in any increments he feels is in the best interest of his client. Auctioneer reserves the right to reject bidding of any person whose conduct, actions or adverse comments he feels are not in the best interest of the seller. Tie bids do occur. Auctioneer has the right to break the bids between the bidders and those bidders only.

Any merchandise not removed within the auctioneer’s specified time period, reverts back to the seller/auctioneer’s ownership and will be disposed of at the auctioneer’s discretion.

All bidders at the auction site are there at their own risk.

Titles are not available on sale day and will be mailed to purchaser approximately 10 to 15 days after satisfactory settlement.

Acceptance of this card and bid number signifies complete understanding and adherence to all the above items and conditions of the auction sale.

All auctioneers auctioning today are licensed and regulated by the Texas Department of Licensing and Regulation. Any unresolved complaints should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 512-463-6599.