***BAKER AUCTIONS - TERMS & CONDITIONS***

By accepting the terms and conditions of this auction you acknowledge that you are entering into a legal and binding contract. Everything sells "AS IS" and "Where Is". Information obtained was furnished by sources deemed reliable; however, neither the owners nor the auction company guarantees this information to be correct. All items are open to public inspection. It is the Bidder's responsibility to determine condition, age, genuineness, value, or any other factor. Baker Auctions & Real Estate, LLC. (Baker Auctions) will not be responsible for any errors or omissions in the description of the item. All auctions are with reserve unless specifically stated otherwise. Baker Auctions reserves the right to place a reserve bid on behalf of the seller. Bidder understands that Baker Auctions accepts live bids, phone bids, and online bids from various bidding platforms.

After an item is won on an auction, the buyer gives up all rights of inspecting that item before making payment.

A 10% Buyers Premium per item is in effect on this auction.

Payment Options:

Cash, Check, Credit Card, Wire Transfer

\*A 3.5% Surcharge will be added to all Credit Card.

\*\*No items will be released until full payment has cleared our office.

\*\*\*PAYMENT MUST BE RECEIVED BY THE WEDNESDAY AFTER AUCTION CLOSE!

A $150 Fee will Apply to all Returned Checks.

**Internet Bidding** - Baker Auctions does not guarantee that bids placed online will always be transmitted to or received by the auctioneer on time. At the discretion of Baker Auctions, any online auction may be suspended, postponed, or cancelled if internet service is unreliable and/or disrupts the ongoing live auction. Under no circumstances shall the bidder have any kind of claim against Baker Auctions or anyone else if the internet service fails to work as intended before or during any auction.

Baker Auctions also has the right to refuse, add, delete, or change any bids placed online. As well as make any changes to our Terms and Conditions governing those auctions at any time.

All items purchased on an online auction/simulcast auction/live auction may be deemed abandoned after 30 days of the auction and may be subject to resale, and/or added storage and loading fees.

Baker Auctions and it's sellers are not responsible for stolen, lost, or damaged items (including loading, unloading, packaging, etc) and a refund or discount will not be offered.

Baker Auctions has the right to resolve any bidding issue how they see fit.

10% Buyer's Premium added to all lots to determine the final purchase price.  We will not accept any items smaller than a riding lawnmower.  We will NOT accept weed-eaters, chainsaws, push mowers, building materials, garden tillers, hand tools, appliances, wheelbarrows, ladders, generators, pressure washers, tires etc... All property is sold in “AS IS” and “WHERE IS” condition.  ALL SALES ARE FINAL! Bidder understands and agrees that no refunds, exchanges, adjustments, chargebacks, etc, will be allowed.  Property is available for inspection at specified times and it is the bidder's responsibility to determine the condition.  Bidder's failure to inspect any item or lot will not constitute grounds for any claim, refund, adjustment, chargeback, etc.  All description information has been gathered from sources which we believe to be reliable but is not guaranteed.  Auctioneer makes no warranty or guarantee of any kind with respect to condition, authenticity, provenance, source, condition, suitability for a particular purpose, etc.  The auctioneer reserves the right to change, modify, delete any item or lot or description in the auction as may be necessary.

Any action commenced to enforce any of the terms and conditions set forth herein shall be conducted at the Boyle County Courthouse, Danville Kentucky, and Baker Auctions shall be entitled to an award of reasonable attorney fees and costs incurred in said action. The terms and conditions shall be binding on the party's heirs, successors and assigns.

Sales tax will apply on applicable sales. If you are tax exempt You MUST supply Baker Auctions with your Farm Exemption Certificate Number or Resale Certificate Number in order to remove the sales tax.

All ***online only*** auctions will have a staggered ending. The auctions will usually close 2 items every 5 minutes, but that can change at any time. If an item receives a bid within the last 2 of that item being open, it will automatically be extended 2 minutes and will continue to do so until no bids have been received in the final 2 minutes. Staggered ending time will be clearly visible for each auction.

Some like kind items will be grouped together and those items will all extend if bidding is continued on one of the items.  For Example:  If we have 3 dump trucks that are similar, and a bid is placed on 1 dump truck in the last two minutes of the auction, bidding will extend on all 3 dump trucks.

All items must be removed from the Auction Center by Sept 10th at 6:00 p.m.

Items NOT removed by Sept 10th, 2023, will incur a $15.00 per item per day storage fee that will be collected prior to loading.

Shipping and shipping arrangements are the sole responsibility of the buyer.

Announcements made day of sale take precedence over any other announcements!

Bidder Signature Date