



**TERMS AND CONDITIONS**  
**Centre, Cherokee County, AL**  
**Saturday, April 9, 2022**

**CONDITIONS OF SALE:** Dempsey Auction has contracted with the Estate of: Timmy Hugh Westbrook Case NO. 21PR90, Seller, TO OFFER AT AUCTION assorted Equipment as described by the attached list.

All personal property is selling "AS IS, WHERE IS" free and clear from all liens and judgments. It is offered for sale and sold "AS IS and WITH ALL FAULTS, IF ANY" without representation or warranty of any kind as to their condition. No warranties, either statutory or otherwise, expressed or implied, including those as to the fitness for a particular use, purpose or merchantability, concerning the property are given by the Auctioneer or Seller. Neither the Auction Company nor the Auctioneer makes any representation concerning the property whatsoever. All bidders acknowledge and agree by their participation in the Auction, that he/she has inspected the Property, has had the opportunity to inspect the Property and has declined, or has not inspected the Property at all, and in any event, is not relying on any warranty or representation of the Seller, Auctioneer or any agent thereof. No claim will be considered for allowance, adjustment or rescission of any sale based upon the failure of the property to correspond to any particular standard of expectation.

We require all bidders register and obtain a bid number in order to participate in the bidding process. As much as possible, the auction will proceed in numerical sequence; however, it shall be at the Auctioneer's option to consolidate or break down lots or quantities offered and sell lots out of scheduled numerical sequence.

All decisions of the Auctioneer will be final, including the increments of bidding, disputes among bidders, or any other issues that might arise before, during or after the auction. In the event of a tie bid, the Auctioneer shall have the right to reopen the bidding to determine the highest bidder between the tie bidders only.

The Seller has the right, at their sole discretion, to add or withdraw all or any portion of the property prior to auction on Saturday, April 9<sup>th</sup> @ 10:00 AM.

While quantities and descriptions are believed to be correct, neither the Auctioneer nor the Sellers make any guarantees and will not be held responsible for listings, or advertisement inaccuracies or discrepancies. Please inspect the merchandise, as no adjustment will be made for error in description or quantity estimate. **Be sure you bid on the lots you wish to buy. We cannot correct any errors on your part.**

Upon the award of bid, title and all risk of loss, damage to or destruction of the purchased item, passes to the Purchaser, and the Auctioneer nor Seller shall have any liability whatsoever for any damages to or destruction of any such lots. Dempsey Auction Company is not responsible for equipment left on premises upon completion of the auction. Buyers are advised to remove their purchases as soon as possible or obtain insurance for potential loss.

It shall be the prerogative of the Auctioneer, at his discretion, to have the right to call upon any bidder at any time during the auction sale to pay 25% bid deposit of their purchases during the auction sale. The decision of the Auctioneer shall be final in all matters pertaining to property removal and/or extent of contents of lots sold, etc.

**PAYMENT:** All purchases **MUST** be paid for in full at sales conclusion on sale day. Purchases must be paid for in cash; debit/credit card (~3.5% convenience fee); certified check; approved personal or company check - **Driver's license will be required for ALL purchases paid by check or card.** There will be a 10% BUYERS PREMIUM charged on all confirmed sales. Sales price consists of bid price plus BUYER'S PREMIUM.

**ONLINE PURCHASERS' PAYMENT:** After the auction, invoices will be settled to the credit card on file, and you will receive an email with your paid invoice for your information. The invoice will show in detail the high bid amount, the buyer's premium, the sales tax, the 3.5% credit/debit card convenience fee, and the invoice total. If your invoice shows that there is a balance due, Dempsey Auction must receive the balance of the total purchase price no later than Noon on

Sunday, April 10, 2022, (the "Final Payment Date"). Payments will be accepted by Visa, MasterCard, American Express, Discover, Cash, Bank Wire Transfer, or Certified Cashier's Check only. Purchaser shall be responsible for all wire transfer fees. **IF DEMPSEY AUCTION HAS NOT RECEIVED PAYMENT FOR WINNING BIDS WITHIN 24 HOURS FROM THE CONCLUSION OF THE AUCTION, THE BIDDER AUTHORIZES DEMPSEY AUCTION TO CHARGE LIQUIDATED DAMAGES TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS.**

**CHECKOUT:** Removal may begin at Sales conclusion until 5:00pm and Sun. April 10<sup>th</sup>, 9:00-4:00 PM; Special Accommodations will be made for the larger items. Purchases MAY NOT be removed until Sales conclusion. **YOU MUST HAVE A PAID RECEIPT TO REMOVE ITEMS – NO EXCEPTIONS!!**

**BUYER'S NOTE:** Dempsey Auction Company and the Seller reserve the right to amend any terms of conditions of the auction by announcing such amendments prior to or during the auction. All information published, announced or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the Seller or the Auctioneer. Neither the Auctioneer nor the Seller makes any warranty or guarantee as to the correctness and completeness of any information. Personal on-site inspection of the property is recommended. The failure of any bidder to inspect, or to be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest money after its opening tender. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced and/or distributed information.

**Buyer/Bidder(s) agree that ALL equipment, vehicles, scrap and personal property of any kind whatsoever shall be removed from the auction site within the specified timeframe as published above and announced at the auction. Auction company nor the estate shall have any liability whatsoever related to the security or condition of the property referenced herein and all responsibility for security, insurance and protection is the responsibility of the buyer. Buyer shall be responsible for restoring any damage they may cause to the real estate as a result of their actions in removing the property. Any personal property, scrap or equipment remaining on the property after pickup period shall be considered abandoned no later than May 1st, 2022, and buyer/bidder(s) exclusively surrenders and relinquishes any right, ownership interest and/or possession to the property owner for which the property in question is located.**