



TERMS AND CONDITIONS
The Elizabeth Phillips Estate
Cedar Bluff, Cherokee County, AL
Saturday, February 10, 2024

CONDITIONS OF SALE: Dempsey Auction Company (Auctioneer) has entered into a contract with The Elizabeth Phillips Estate, (Seller), TO OFFER AT AUCTION, certain parcels of Personal Property 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 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 far 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 before the auction on Saturday, February 10th at 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 errors in the 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 or Seller shall have no liability whatsoever for any damages to or destruction of any such lots. Dempsey Auction Company is not responsible for equipment left on the premises upon completion of the auction. Buyers are advised to remove their purchases as soon as possible or obtain insurance for potential loss.

Absolutely **NO** purchases may be removed until the conclusion of the sale.

Checkout times will be from the conclusion of the sale until 5:00 pm, or until all purchases are fulfilled.

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 his 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, personal or company check approved by the auction company/seller, or Credit Card (3.5% Convenience fee to be added to the final sales price)

There will be a 10% BUYERS PREMIUM charged on all sales.

BUYER'S NOTE: Dempsey Auction Company and the Seller reserve the right to amend any terms or 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.