



Online Auction Terms & Conditions

REGISTRATION DEPOSIT: In order to participate in Boyleston Auctions LLC online auctions, a \$25.00 registration authorization by a major Credit Card prior to bidding is required at the time of registration. This deposit is just that, a deposit and not a charge. The \$25 deposit may appear as a pending transaction, but is an authorization held by your financial institution. The \$25.00 will be released by Boyleston Auctions LLC and will appear on your account typically within 3 to 10 business days, subject to your financial institutions policies and procedures.

The \$25.00 authorization will NOT be applied toward your purchases. If you do not make any purchases, the \$25.00 deposit will be credited as stated above. Authorization by credit card at the time of Registration is Industry Standard Practice.

ONLINE ONLY: This is an ONLINE ONLY AUCTION. PLEASE DO NOT BID if you are unable to remove your items during the scheduled removal times. NO refunds will be issued nor charge-backs granted due to failure to remove items at the pre-designated times. After the scheduled removal, items will be considered abandoned, and you will be charged a removal fee for disposal of your items. Although from time to time, as a courtesy to bidders, we may list or link to local shippers and movers, WE DO NOT SHIP! Shipping and/or moving arrangements are your responsibility.

BUYERS PREMIUM: A 15% buyer's premium will be added to each purchase. For example, if your bids total \$100.00 at check-out, you will be charged \$115.00.

PAYMENT: Credit Card Only - Visa / Master Card / Discover / American Express

TIME OF PAYMENT: Your credit card on file will be automatically charged for your full invoice amount at the conclusion of the auction.

TAX: Florida State sales tax will be charged at the rate of 7.5% for Escambia County, Florida, or the current rate for other Florida counties. Tax is calculated on the full bid amount, including the buyer's premium. If you have a resale tax certificate, email the certificate to ginaboyleston@gmail.com or fax to 850-434-7417. Items purchased by non-local buyers for delivery out of state will not be charged sales tax. Exemptions must be approved for buyers prior to bidding, **not** after the conclusion of the auction.

USE CAUTION: Occasionally a bidder increases their own bid to gain an advantage over other bidders. Review all bids placed once submitted. If you have made any error in bidding, contact our office immediately by email, otherwise no price adjustment will be made. Your request must be in writing. After the auction has closed, no adjustments will be permitted. NO EXCEPTIONS! You may easily review your bids by clicking the Review Bids button at the bottom of the catalog page.

STAGGERED CLOSING: The online auction closes at intervals of five (5) items per minute. This feature, in concert with the Dynamic Closing element, closely emulates a 'live' auction.

DYNAMIC CLOSING: The closing time of an item is automatically extended an additional 5 minutes whenever a bid is placed within the last minutes of the item's closing time. Thus, if an item is set to close at 2:00pm, and a bidder places a bid on the item at 1:58pm, the item's closing time will be extended to 2:03pm. If another bid is placed at 2:01pm, the item's closing time will be extended to 2:06pm, and so on. It is therefore important to monitor items you're bidding on by regularly refreshing the page as the auction nears closing. Closing times will vary depending on the auction, number of lots and type of property. Check closing times for each auction before bidding.

BID NOTIFICATION: If you have been outbid you will be notified by email ONLY UNTIL the first item(s) in the auction starts to close. To quickly review your bids and see if you have won you can utilize the "Review Bids" feature. Items on which you have been outbid on will be clearly marked.

WINNING BIDDER NOTIFICATION: Winning bidders will be sent an electronic invoice by email ONLY (you are responsible for checking your email). If you do not receive an electronic invoice, then you did not win any items at the online auction. Confirm your bidder profile, including your email address.

CLAIMS AND RECOVERY: In the event an item is not available for pickup, you must notify our on-site staff and file a claim by replying to your original emailed invoice noting what was not available within 24 hours of the pickup date. After 24 hours, the Auctioneer and Bidder agree that no adjustment or refund will be made.

CAUTION: For demonstration purposes various equipment may be joined. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please inspect the lot numbers and read the descriptions.

CATALOG INACCURACIES: You are bidding on the **described item**- not the photograph. Occasionally, the wrong photo is displayed or a substantially similar item is photographed. Always read the item description, and we encourage you to attend our preview/inspection events.

WARRANTY & CONDITION OF ITEMS SOLD: All items are sold "AS IS, WHERE IS, with NO WARRANTY expressed or implied by the lot number affixed to the item, without any implied or expressed warranty. Keep in mind that these items are used and may have light surface scratches and or dents / dings. Preview is suggested in order to gauge the condition of each piece. Descriptions are made in good faith and believed to be accurate, but not guaranteed. When you are not certain of the condition or use of an item, please bid accordingly. With respect to specialty items such as antiques, vehicles, and fine art, all descriptions are made in good faith, but such descriptions do not warrant authenticity, grading, or condition. Preview by the bidder is recommended to determine the exact nature and condition of all items.

REMOVAL: Bidders are responsible for their own removal. Any item NOT picked up by the set time will be considered abandoned. Removal shall be at the expense, liability, and risk of the purchaser. Bidders and their agents assume all liability for any personal injury or property damage occurring on the premises and agree to hold harmless Seller and Auction Company against any claim for personal injury or property damage. Purchases will be released upon presentation of a paid email receipt and Third Party Release Form (if applicable) with photo identification. Please ensure that movers or anyone picking up items on your behalf have your paid receipt at the pickup location. No items will be released without a paid email receipt. Staff will have a copy of your receipt for use by the Auction Company only and will be retained by Auction Company.

IMPORTANT! The Auctioneer will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchaser, items not paid for and/or removed within the specific time. The buyer agrees to pay all deficiencies, legal, collection; transportation and storage expenses associated with delinquent accounts or abandoned items.

CHOOSE WISELY: We want everyone to get a good deal, and most will. However, when you bid on the wrong item or decide an item is not suited for your intended use, our clients are not willing to assume the cost of your mistakes. When in doubt about condition, completeness or suitability for intended use, please bid accordingly.

CERTAIN RIGHTS RESERVED: The Auctioneer reserves the right to add or remove items from the auction; split or combine lots; add minimum bids or reserve prices; cancel, suspend, extend or reschedule an individual item and/or auction event; make changes to the auction closing times or inspection or removal times.

ARBITRATION: Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue will be Escambia County, Florida.

LIABILITY: Auctioneer's and Seller's liability shall be limited to the refund of bidder's purchase price. By registering and participating in this auction, you specifically disclaim any other claim available at law or in equity.

LIMITATIONS: The above stated Terms cannot be altered except in writing by the Auctioneer.

REGISTRATION INSTRUCTIONS: You must FIRST register to bid. Go to the registration page or click the "Click Here to Continue to Registration Process" button below. Once you submit your information, you will receive an email with your bidder number and you will use the password that you created. Then go to the catalog, place your bids. Also, you can utilize the MAXBID system where you can put in your starting bid and your highest bid. Your maximum bid is confidential and the software will bid up to that point only if other bids are received. To log in, for your first bid, scroll to the bottom of the page to enter your bidder number and password. The bidder number you receive is your permanent bidder number. You can update your address, phone, password, credit card, etc. under the [Bidder Profile](#) tab.