

GENERAL ON-LINE BIDDING TERMS & CONDITIONS
ONLINE RESTAURANT EQUIPMENT AUCTION
FORMER JIMI JAMMA'S SEAFOOD MARKET & STEAMERY EQUIPMENT
ENDING THURSDAY – FEBRUARY 23rd, 2021 at 1 P.M.
19 NORTH STAR DRIVE, SUITE 19R
CALDWELL CENTER
JACKSON, TN 38305
THIS IS AN ONLINE ONLY AUCTION

ALL BIDDERS MUST REVIEW THESE AUCTION TERMS AND CONDITIONS AND AGREE TO ENTER BIDS ACCORDING TO THESE TERMS AND CONDITIONS.

1. THE PROPERTY LISTED AND DESCRIBED ON THE ATTACHED LIST WILL BE OFFERED UNDER THE FOLLOWING TERMS AND CONDITIONS OF SALE, WHICH TERMS AND CONDITIONS OF SALE AND DESCRIPTIONS OF ITEMS LISTED ON THE ATTACHED, MAY BE AMENDED, UPDATED OR ALTERED AT THE TIME AND PLACE OF SALE FROM THE AUCTION BLOCK. THESE TERMS AND CONDITIONS OF SALE AND ANY ANNOUNCEMENTS FROM THE AUCTION BLOCK OR DURING THE ONLINE AUCTION PROCESS SHALL BE BINDING ON ANY BIDDER, WHETHER PRESENT, REPRESENTED BY AN AGENT OR ABSENTEE BIDDER. BUYERS ARE BOUND BY THESE TERMS AND CONDITIONS OF SALE.
2. **TERMS OF SALE:** ALL PROPERTY IS SOLD "AS-IS" AND "WHERE-IS" AND NEITHER ALEXANDER AUCTIONS & REAL ESTATE SALES NOR THE SELLER MAKES ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE WITH RESPECT TO THE PROPERTY BEING SOLD. IN NO EVENT SHALL ALEXANDER AUCTIONS & REAL ESTATE SALES OR THE SELLER BE RESPONSIBLE FOR THE CORRECTNESS OF OR BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, DESCRIPTION, SIZE, GENUINENESS, YEAR OF MANUFACTURE, ATTRIBUTION, PROVENANCE OR CONDITION CONCERNING THE PROPERTY OR ANY WARRANTY THAT ANY ITEM COMPLIES WITH ANY APPLICABLE FEDERAL OR STATE LAWS. NO STATEMENT SET FORTH IN THE ATTACHED LIST OR MADE AT THE SALE OR IN THE BILL OF SALE OR INVOICE OR ELSEWHERE, WHETHER ORAL OR WRITTEN, SHALL BE DEEMED SUCH A WARRANTY OR REPRESENTATION OR AN ASSUMPTION OF LIABILITY. ALEXANDER AUCTIONS & REAL ESTATE SALES MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE DESCRIPTIONS OR REPRESENTATIONS WHICH WERE PROVIDED BY THE SELLER AND ARE LISTED ON THE ATTACHED OR AS TO THE CONDITION OF THE ITEM.
3. **CONDITION OF ITEMS SOLD:** ALL INFORMATION IS BELIEVED TO BE ACCURATE, BUT THE AUCTIONEER SHALL NOT BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, AUTHENTICITY, GENUINENESS OF OR DEFECT IN ANY LOT, AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO ALLOWANCES WILL BE MADE OR SALE SET ASIDE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGING OR ANY IMPERFECTION NOT NOTED. ***NO DEDUCTION WILL BE ALLOWED ON DAMAGED ARTICLES AS ALL GOODS HAVE BEEN PHOTOGRAPHED AND ARE SOLD "AS IS" AND WITHOUT RECOURSE.***
4. **BUYER'S PREMIUM:**
 - A. 10% BUYER'S PREMIUM ADDED TO FINAL BID OF EACH ITEM TO REACH THE TOTAL SALES PRICE FOR ALL ITEMS PAID FOR BY CASH, CASHIER'S CHECK, CERTIFIED FUNDS, OR WIRE TRANSFER.

B. 15% BUYER'S PREMIUM ADDED TO THE FINAL BID OF EACH ITEM PAID FOR BY VISA AND MASTERCARD ONLY. VISA AND MASTERCARD ARE ONLY ACCEPTED UP TO \$500.00 FOR AN INDIVIDUAL PURCHASE OR TOTAL PURCHASE INCLUDING BUYER'S PREMIUM.

5. ALEXANDER AUCTIONS HAS ESTABLISHED THE FOLLOWING BID INCREMENTS. ALEXANDER AUCTIONS RETAINS THE RIGHT TO INCREASE OR DECREASE THE INCREMENTS DURING THE AUCTION.

BID INCREMENTS: \$1 TO \$50 ~ \$1
\$51 TO \$100 ~ \$2.50
\$101 TO \$200 ~ \$5
\$201 TO \$500 ~ \$10
\$501 TO 800 ~ \$25
\$801 TO \$1500 ~ \$50
\$1501 TO \$5000 ~ 100
\$5000 & UP ~ \$200

6. REMOVAL TERMS: NO PICKUP ON AUCTION DAY – FEBRUARY 23RD, 2021. ALL ONSITE PICKUPS BY APPOINTMENT THROUGH ALEXANDER AUCTIONS – CALL (731) 587-4244 BEFORE COMING.

WEDNESDAY - FEBRUARY 24TH, 2021 ~ NO EARLIER THAN 9:30 A.M. TO 4:30P.M.

THURSDAY - FEBRUARY 25TH, 2021 ~ NO EARLIER THAN 10 A.M. TO 4:30 P.M.

7. ALL EQUIPMENT AND MISCELLANOUS ITEMS AND LARGER ITEMS MUST BE PICKED UP ONSITE BY APPOINTMENT. BRING YOUR OWN LOADING HELP.

8. ALL PROPERTY IS SOLD "AS IS". IT IS THE BIDDER'S RESPONSIBILITY TO DETERMINE THE NATURE, CONDITION AND STATE OF TITLE OF EACH ITEM PURCHASED. THERE SHALL BE NO RETURNS OR EXCHANGES.

9. ALL BIDS ARE SUBJECT TO ACCEPTANCE BY THE AUCTIONEER. NO BID SHALL BE DEEMED A VALID BID UNTIL ACCEPTED BY THE AUCTIONEER. ALL BIDS ARE ACCEPTED AT THE SOLE DISCRETION OF THE AUCTIONEER.

10. ALL BIDS SHALL BE DEEMED PENDING UNTIL DULY ACCEPTED BY THE AUCTIONEER.

11. NOMINAL BIDS: ANY BID WHICH IS MERELY A NOMINAL OR FRACTIONAL ADVANCE MAY BE REJECTED BY THE AUCTIONEER, IF IN HIS JUDGMENT IT MAY AFFECT THE SALE NEGATIVELY.

12. THE AUCTIONEER HAS THE SOLE DISCRETION TO ADVANCE THE BIDDING AND MAY REJECT ANY AND ALL BIDS WHICH, IN THE AUCTIONEER'S SOLE DISCRETION, DO NOT ADVANCE AND/OR ARE INJURIOUS TO THE AUCTION, INCLUDING BUT NOT LIMITED TO NOMINAL, SUSPICIOUS AND/OR SUSPECT ADVANCES.

13. AUCTION HAS AN ENDING TIME STARTING ON TUESDAY, FEBRUARY 23RD, 2021 AT 1 P.M.

14. AUCTION HAS AN "EXTEND ALL" 5 MINUTE EXTENDED BIDDING PERIOD. IF BIDS ARE PLACED ON A LOT WITHIN THE LAST 5 MINUTES OF THE CLOSING TIME, BIDDING ON ALL LOTS WILL EXTEND FOR AN ADDITIONAL 5 MINUTES. **ALEXANDER AUCTIONS RETAIN THE OPTION AND RIGHT TO INCREASE OR DECREASE THE EXTENDED BIDDING MINUTES.**

15. "EXTEND ALL" FEATURE MEANS ALL LOTS WILL CLOSE AT THE SAME TIME. NO LOT CLOSES UNTIL THERE IS NO MORE BIDS ARE MADE IN THE LAST 5 MINUTES.

16. THE COMPUTER RECOGNIZES THE FIRST HIGHEST BID. SOMETIMES BIDS ARE SECONDS APART.
17. CONSIDER PLACING YOUR MAX BID EARLY, BEFORE THE LAST FEW MINUTES.
18. IF YOU ARE THE SUCCESSFUL BIDDER, YOU AGREE TO PAY THE AMOUNT OF YOUR BID PLUS ALL PREMIUMS IN ACCORDANCE WITH ALL WRITTEN AND ORAL TERMS AND CONDITIONS OF THE AUCTION.
19. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR THE AUCTION COMPANY SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASONS.
20. THE AUCTIONEER SHALL HAVE SOLE DISCRETION IN DECIDING THE SUCCESSFUL BIDDER IN THE EVENT OF A BIDDING DISPUTE. AUCTIONEER'S DETERMINATION OF THE SUCCESSFUL BIDDER SHALL BE THE FINAL DETERMINATION OF THE SUCCESSFUL BIDDER.
21. BY PLACING A BID, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS WHICH ARE SET FORTH BY ALEXANDER AUCTIONS & REAL ESTATE SALES AND EXPRESSLY ACKNOWLEDGE AND AFFIRM THAT YOU HAVE READ AND ARE FAMILIAR WITH THESE TERMS AND CONDITIONS, INCLUDING PICKUP AND REMOVAL TERMS.
22. ALL SALES ARE FINAL UPON THE DETERMINATION OF THE SUCCESSFUL BIDDER BY THE AUCTIONEER. NO SALES CAN BE CANCELLED. NO ITEMS CAN BE RETURNED.
23. BY PLACING A BID, YOU ACKNOWLEDGE THAT YOUR BID IS A LEGALLY BINDING OFFER TO PURCHASE THE ITEM OR PROPERTY BEING AUCTIONED.
24. TIME SHALL BE OF THE ESSENCE.
25. ALL PROPERTY IS SOLD "AS IS". IT IS THE BIDDER'S RESPONSIBILITY TO DETERMINE THE NATURE, CONDITION AND STATE OF TITLE OF EACH ITEM PURCHASED. THERE SHALL BE NO RETURNS OR EXCHANGES.
26. **PAYMENT:** ALL PURCHASES MUST BE PAID ON OR BEFORE FEBRUARY 24TH, 2021 BY 5 P.M. YOUR CREDIT CARD WILL BE CHARGED IMMEDIATELY FOLLOWING THE AUCTION, UP TO MAXIMUM OF \$500.00, UNLESS ALEXANDER HAS APPROVED YOU TO SEND A CHECK WITH LETTER OF GUARANTEE, CASHIERS CHECK OR WIRE TRANSFER (PLUS \$20 FOR WIRE FEE) . ALL BUYERS AGREE TO PAY FOR THEIR PURCHASES NO LATER THAN THE DAY AFTER AUCTION CLOSES. ALL PAYMENTS ARE TO BE MADE IN U.S. CURRENCY BY CASH, CASHIER'S BANK CHECK, CERTIFIED BANK CHECK OR PERSONAL CHECK WITH IRREVOCABLE BANK LETTER OF GUARANTEE TO ALEXANDER AUCTIONS & REAL ESTATE SALES, REQUIRED OF ALL PURCHASERS NOT PERSONALLY KNOWN BY THE AUCTION COMPANY. PURCHASERS WHO WISH TO PAY BY PERSONAL CHECK MUST BE CLEARED BY ALEXANDER AUCTIONS & REAL ESTATE SALES IN ADVANCE.
27. **BANK LETTER OF GUARANTEE** MUST BE MADE TO ALEXANDER AUCTIONS & REAL ESTATE SALES AND NOT TO "WHOM IT MAY CONCERN". LETTERS MUST STATE THAT YOUR BANK OR INSTITUTION WILL GUARANTEE A CHECK UP TO \$_____ (AMOUNT TO BE INSERTED). (DO NOT INCLUDE AMOUNT IN YOUR CHECKING ACCOUNT OR SAVINGS ACCOUNT.) **SEE SAMPLE BANK LETTER OF GUARANTEE ON ALEXANDER AUCTIONS & REAL ESTATE SALES' WEBSITE.
28. PURCHASER AGREES NOT TO STOP PAYMENT ON CHECKS, CREDIT CARDS OR DISALLOW A BANK DRAFT. PURCHASER IS RESPONSIBLE FOR ANY EXPENSES DUE TO COLLECTION OF BAD CHECK OR NON-PAYMENT. IN THE EVENT OF NON-PAYMENT OF BAD CHECK, THE AUCTIONEER RESERVES THE RIGHT TO REPOSSESS THE MERCHANDISE INVOLVED AT ANY TIME AT YOUR LOCATION.

29. THE SUCCESSFUL PURCHASER AGREES TO PAY ANY AND ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY THE AUCTION COMPANY, THE SELLER AND/OR THEIR SERVANTS, AGENTS OR EMPLOYEES IN THE COMMENCEMENT OR DEFENSE OF ANY ACTIONS HEREUNDER AS WELL AS IN THE COLLECTION OF ANY OBLIGATIONS HEREUNDER.
30. VENUE & JURISDICTION OF ANY AND ALL DISPUTES WHICH MAY ARISE BY VIRTUE OF THIS AUCTION SALE OR STEMMING FROM THIS AUCTION SALE SHALL BE IN THE STATE COURT OF WEAKLEY COUNTY, TENNESSEE.
31. **CHOICE OF LAW:** THE LAW OF THE STATE OF TENNESSEE SHALL GOVERN THE INTERPRETATION OF ANY AND ALL DISPUTES OR OTHER MATTERS RELATING TO THE SUBJECT SALE AND/OR STEMMING FROM THIS AUCTION SALE.
32. BIDDER ACKNOWLEDGES THAT NO RELATIONSHIP OF ANY NATURE OR TYPE, AGENT, EMPLOYEE, INDEPENDENT CONTRACTOR OR OTHERWISE, IS CREATED BETWEEN BIDDER AND AUCTIONEER, AFFILIATED AUCTION COMPANIES, AFFILIATED SOFTWARE COMPANIES AND/OR ANY SERVANT, AGENT OR EMPLOYEE OF THE SAME BY BIDDER'S PARTICIPATION IN THIS AUCTION.
33. **DISCLAIMER OR WARRANTIES:** THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED NOT SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE ITEM OR PROPERTY SOLD HEREIN, RESPECTING THIS CONTRACT OR THE ITEM OR PROPERTY SOLD HEREUNDER, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PARTICULAR USE.
34. PURCHASES CAN BE PICKED UP AT 19 NORTH STAR DRIVE, SUITE 19R & 19Q , JACKSON, TN 38305 THE DAY FOLLOWING THE AUCTION, WEDNESDAY, FEBRUARY 24TH, 2021 BY APPOINTMENT. CALL ALEXANDER AUCTIONS & REAL ESTATE SALES AFTER AUCTION ENDS (731-587-4244)
35. NOTIFY ALEXANDER AUCTIONS & REAL ESTATE SALES (731) 587-4244 WHEN YOU PLAN TO COME PICKUP ITEMS.
36. ALL PURCHASES MUST BE PICKED UP ON-SITE. NO SHIPPING WILL BE PROVIDED OR ARRANGED BY ALEXANDER AUCTIONS & REAL ESTATE SALES.
37. BUYER TO PAY FOR ALL MOVING COSTS INCLUDING LABOR TO REMOVE FROM THE BUILDING AND LOADING ONTO YOUR VEHICLE OR TRAILER.
38. REGISTER ONLINE AT WWW.ALEXANDERAUCTIONS.COM. WHEN YOU REGISTER YOU ARE AGREEING TO THESE TERMS.
39. TO BE AN APPROVED **ON-LINE BIDDER** AT THIS AUCTION, YOU MUST HAVE A VALID VISA OR MASTERCARD CREDIT CARD ON FILE. YOUR CREDIT CARD ON FILE WILL BE CHARGED IMMEDIATELY FOLLOWING THE AUCTION FOR THE FULL AMOUNT OF THE WINNING HAMMER PRICE, PLUS PREMIUMS, SUBJECT TO CREDIT CARD LIMITED PAYMENT. IF YOUR CREDIT CARD IS DENIED, THERE WILL BE A \$30.00 CHARGE.
40. **BIDDING:** EXECUTE YOUR BIDS AT WWW.ALEXANDERAUCTIONS.COM. ALL BIDS MUST BE RAISED IN INCREMENTS. BIDS CANNOT BE RETRACTED. WHEN YOU PLACE A BID, THE BIDDER IS LEGALLY OBLIGATED TO PURCHASE THE ITEM IF THEIR BID IS THE SUCCESSFUL HIGH AMOUNT. BIDDERS MAY PLACE A "MAX BID" ON ANY ITEM, MEANING THE COMPUTER PROGRAM WILL AUTOMATICALLY RAISE YOUR BI TO THE NEXT INCREMENT WHEN SOMEONE ELSE RAISES THE BID.
41. BUYERS SHOULD REVIEW THE PICKUP AND REMOVAL, TERMS AND CONDITIONS ATTACHED TO THESE TERMS.
42. SALES TAX WILL NOT BE COLLECTED IN THIS AUCTION.

- 43.** ALL ITEMS ARE IN USED CONDITION AND BEING SOLD “AS IS” “WHERE IS” AND WITHOUT RECOURSE AND WITH NO WARRANTY, GUARANTY AS TO OPERATING CONDITION, PHYSICAL CONDITION FOR A PARTICULAR PURPOSE OR FITNESS FOR USE. YOU SHOULD MAKE AN INSPECTION OF THESE ITEMS BEFOREHAND AND BE SATISFIED WITH THEIR CONDITION. ARTICLES ARE NOT WARRANTED AS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE OR PARTICULAR USE, AND NO CLAIM MAY BE MADE BY PURCHASER RELATING TO THE CONDITION OR USE OF ARTICLES PURCHASED OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.
- 44.** ITEMS ARE USED AND ARE NOT GUARANTEED TO BE PERFECT. MAKE ALL BIDS KNOWING THAT ITEMS MAY BE CHIPPED, WORN, DAMAGED AND NOT IN WORKING ORDER.
- 45. COMPLIANCE WITH THE TERMS OF SALE:** IN DEFAULT OF PAYMENT OF BILLS IN FULL WITHIN THE TIME ANNOUNCED FOR THIS AUCTION THE AUCTIONEER IN ADDITION TO ALL OTHER REMEDIES ALLOWED BY LAW, MAY RETAIN ALL MONIES RECEIVED AS DEPOSIT OR OTHERWISE, AS LIQUIDATED DAMAGES. LOTS NOT PAID FOR WITHIN THE TIME SPECIFIED HEREIN MAY BE RESOLD AT PUBLIC OR PRIVATE SALE WITHOUT FURTHER NOTICE. ANY RESULTING DEFICIENCY TOGETHER WITH ALL EXPENSES AND COSTS OF RE-SALE WILL BE THE RESPONSIBILITY OF THE DEFAULTING PURCHASER. EACH BUYER IN MAKING A BID DOES HEREWITH AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AS HEREIN STATED AND AS OTHERWISE SET FORTH. THE FAILURE OR DEFAULT BY A SUCCESSFUL BUYER TO FULLY COMPLY WITH THE TERMS AND CONDITIONS HEREIN WILL BE TREATED AS AN IMMEDIATE BREACH AND THE DEPOSIT AS MADE RETAINED AND APPLIED TOWARD ANY DEFICIT IN ADDITIONAL COSTS OR CHARGES AS INCURRED TO AFFECT THE RESALE OF THAT PROPERTY AT PRIVATE OR PUBLIC SALE. THERE SHALL BE NO FURTHER NOTICE REQUIRED TO THE BUYER ONCE A DEFAULT HAS OCCURRED. THE OBLIGATION OF THE BUYER SHALL BE FOR COSTS AS INCURRED, PLUS ANY DEFICIT INCLUDED ARISING FROM THE BUYER’S DEFAULT.
- 46. BIDDERS WHO BID OFF-SITE OR PREVIEW UNDERSTAND AND ACKNOWLEDGE THAT THEY MAY NOT BE ABLE TO INSPECT AN ITEM AS WELL AS IF THEY EXAMINED IT IN PERSON. IT IS THE BIDDER’S RESPONSIBILITY TO DETERMINE CONDITION, AGE, GENUINENESS, VALUE OR ANY OTHER DETERMINATIVE FACTOR AND PLACE THEIR BID ACCORDINGLY.**
- 47.** ALEXANDER AUCTIONS & REAL ESTATE SALES IS PROVIDING INTERNET BIDDING AS A SERVICE TO THE BIDDER. BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THIS SERVICE MAY OR MAY NOT FUNCTION CORRECTLY THE DAY OF THE AUCTION. UNDER NO CIRCUMSTANCES SHALL BIDDER HAVE ANY KIND OF CLAIM AGAINST ALEXANDER AUCTIONS & REAL ESTATE SALES OR ANYONE ELSE IF THE INTERNET SERVICE FAILS TO WORK CORRECTLY BEFORE OR DURING THE LIVE AUCTION. ALEXANDER AUCTIONS & REAL ESTATE SALES WILL NOT BE RESPONSIBLE FOR ANY MISSED BIDS FROM ANY SOURCE. INTERNET BIDDERS WHO DESIRE TO MAKE CERTAIN THEIR BID IS ACKNOWLEDGED SHOULD LEAVE THEIR MAXIMUM BID 24 HOURS BEFORE THE AUCTION BEGINS.
- 48.** DESCRIPTION TAKES PRECEDENCE OVER THE PICTURES.
- 49.** ALL SALES ARE FINAL. ALL PURCHASERS ARE RESPONSIBLE FOR THE ITEM UPON THE FALL OF THE HAMMER. INSURE YOUR ITEMS IMMEDIATELY.
- 50.** ALEXANDER AUCTIONS & REAL ESTATE SALES WILL NOT ACCEPT ANY MERCHANDISE BACK BECAUSE YOU HAVE DECIDED THAT YOU DO NOT WANT IT OR YOU DECIDE YOU HAVE OVERPAID FOR IT. IF YOU PURCHASE AN ITEM AND DO NOT PAY FOR IT, THEN WE WILL PROCEED TO COLLECT FOR THE ITEM IN A LEGAL MANNER.
- 51.** THE PURCHASER DOES HEREBY ACKNOWLEDGE THAT THE SUBJECT PROPERTY IS PURCHASED AT PUBLIC AUCTION AND THAT A PREREQUISITE TO BIDDING IS THAT ALL PROPERTY, WHETHER REAL OR PERSONAL, IS PURCHASED ABSOLUTELY “AS IS” WITH NO WARRANTY WHATSOEVER AS TO THE CONDITION OF THE SAME.

- 52. BIDDER CONTRACT:** THIS BIDDER CONTRACT ENTERED INTO BETWEEN THE BIDDER WHOSE NAME IS REGISTERED AND ALEXANDER AUCTIONS & REAL ESTATE SALES SHALL GOVERN THIS AUCTION AND HE/SHE AGREES WITH THE TERMS AND CONDITIONS. ADDITIONAL TERMS, WHICH MAY BE POSTED OR ANNOUNCED FROM THE AUCTION BLOCK ARE JUST AS BINDING AS THE PRINTED TERMS AND CONDITIONS.
- 53. INDEMNIFICATION:** PURCHASER SHALL DEFEND AND INDEMNIFY AND HOLD AUCTIONEER AND SELLER HARMLESS FROM AND AGAINST ALL CLAIMS AND LIABILITIES RELATING TO THE CONDITION OF, REMOVAL OF, OR USE OF THE ARTICLES PURCHASED OR FAILURE OF USER TO FOLLOW INSTRUCTIONS, WARNINGS OR RECOMMENDATIONS OF THE MANUFACTURER, OR TO COMPLY WITH FEDERAL, STATE, AND LOCAL LAWS APPLICABLE TO SUCH ARTICLES, INCLUDING OSHA REQUIREMENTS, AND ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS, OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES, COSTS OR LEGAL EXPENSES ARISING THERE FROM.
- 54. INDEPENDENT CONTRACTOR:** THE AUCTIONEER IS ACTING AS AN INDEPENDENT CONTRACTOR ONLY AND IS NOT RESPONSIBLE FOR THE ACTS OF ITS PRINCIPALS OR SELLERS.
- 55. RECORDS:** THE RECORD OF SALE KEPT BY ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER AND BOOKKEEPER WILL BE TAKEN AS FINAL IN THE EVENT OF ANY DISPUTE.
- 56. ADDITIONAL TERMS AND CONDITIONS:** ADDITIONAL TERMS OR CONDITIONS OF SALE MAY BE ADDED BY AUCTIONEER BY ANNOUNCEMENT OR POSTED ON THE WEBSITE PRIOR TO AND DURING THE AUCTION.
- 57. Liability Waiver and Release:** By agreeing to these terms and bidding on this auction, you voluntarily release, indemnify, defend and hold Alexander Auctions & Real Estate Sales and Seller, and their respective agents and employees (each a "Released Party") from any and all liabilities, claims, losses, causes of action or expense of any kind, including reasonable attorneys' fees, resulting from a Released Party's negligent act or omission, arising out of my participation in and presence whether related to bodily injury, infection due to COVID-19 virus, property damage, or any other form of injury or loss in regard to INSPECTION DAYS AND PAYMENT AND REMOVAL DAYS of my physical items purchased.
- 58.** I understand the risk associated with being outside of my home and the proximity of others during the COVID-19 virus pandemic. I understand the COVID-19 Virus is highly infectious and contagious. I acknowledge the activities to which this release applies can be dangerous, I am accepting those risks for myself and for any participants who may be in my care. I acknowledge receipt of the COVID-19 Safe Practices Sheet detailed at Alexander Auctions & Real Estate Sales website. I further acknowledge that I am familiar with local, state and federal guidelines and executive orders related to the COVID-19 virus and social distancing. I am participating at the Auction of my own free will.

ALEXANDER AUCTIONS – PICK UP & REMOVAL

1. PICK UP MUST BE DONE BY THE BUYER. BRING YOUR OWN LABOR.
2. **REMOVAL OF ITEMS:** MUST BE PICKED UP BY FRIDAY, DECEMBER 11TH, 2020, BY 4:30 P.M. AND SATURDAY, FEBRUARY 26TH, 2021.
3. SOME ITEMS REQUIRE PROFESSIONAL DISMANTLING AND LABOR TO REMOVE. BUYER IS RESPONSIBLE FOR ANY DAMAGES TO THE BUILDING AND REAL ESTATE.
4. LOTS 2 – STAINLESS VENT HOOD STAINLESS WALL SHEETS SURROUNDING VEN HOOD ARE INCLUDED WITH THE SALE OF THE HOOD UNLESS THEY ARE GLUED TO WALL. ROOF FANS (AIR INTAKE AND OUT-TAKE ARE NOT

INCLUDED WITH THE SALE OF THE HOOD. EXHAUST SYSTEM TO BE DISCONNECTED ABOVE THE HOOD INSIDE BUILDING. BUYER CAN PURCHASE THE ROOF FANS BY PRE-PAYING THE COST FOR A PROFESSIONAL RIGGER & PROFESSIONAL ROOFER AND TO REPAIR THE METAL ROOF AND PROVIDE A WRITTEN WARRANTY THAT THE ROOF WILL NOT LEAK.

5. LOT 2A FIRE SUPPRESSANT SYSTEM – WHEN YOU REMOVE CAP THE GAS LINE. AUTOMATIC PULL SYSTEM ON EAST, WALL EXTINGUISHER TANK AND THREE NOZZLES UNDER HOOD. REMOVE NOZZLE HEADS OFF PIES UNDER THE HOOD. HOOD PIPES NOT INCLUDED. UNSCREW THE NOZZLES.
6. **ALL EQUIPMENT INCLUDED BUT NOT LIMITED TO COOKING EQUIPMENT, HOOD, FIRE SUPPRESSANT SYSTEM, SINKS AND ETC. ARE TO BE DISCONNECTED AT THEIR CLOSSES ATTACHED LINE OR CORD. ALL CUTOFFS REMAIN WITH THE SUPPLY LINES IN THE BUILDING.**
7. BUYER SHALL BE RESPONSIBLE FOR THE LOADING AND MOVING AND TRANSPORTATION OF THEIR ITEMS. ALEXANDER AUCTIONS & REAL ESTATE SALES DOES NOT FURNISH HELP TO LOAD OR MOVE ITEMS.
8. BUYER(S) SHALL BE RESPONSIBLE AND LIABLE FOR ALL OF THEIR ACTIONS AND THEIR EMPLOYEES AND RIGGERS ACTIONS FOR DISMANTLING AND REMOVING ALL PERSONAL PROPERTY FROM THE PROPERTY.
9. BUYER(S) SHALL BE RESPONSIBLE FOR THEIR OWN LIABILITY INSURANCE AND CASUALTY INSURANCE FOR THEMSELVES AND THEIR EMPLOYEES AND AGREE TO HOLD HARMLESS ALEXANDER AUCTIONS & REAL ESTATE SALES, THE OWNER AND THE SELLER.
10. THE AUCTION COMPANY WILL NOT BE RESPONSIBLE FOR ITEMS THAT ARE NOT REMOVED WITHIN THE TIME PERIOD ALLOWED. ANY ITEM NOT REMOVED ON TIME WILL BE DEEMED ABANDONED. PURCHASER ACCEPTS FULL RESPONSIBILITY FOR ALL COSTS INCURRED BY AUCTION COMPANY FOR REMOVAL AND/OR DISPOSAL OF ABANDONED MERCHANDISE.

EXPLANATION OF WAYS TO BID:

Maximum Bid: *The maximum amount you are willing to pay for a lot. The price will only increase by the minimum increment, but will automatically rises to your maximum bid as others bid up the lot over time.*

“Jumping the Bid” *is a bidding strategy by which a bidder increases the bid by more than the next accepted bid (placing your bid at \$150 when the accepted bid is \$125). This practice is used by some bidders to discourage others from bidding, in hopes of acquiring an item at a lower price. This prevents someone else from bidding your max bid first.*

There are many theories on the effectiveness of this practice and a bidder who wishes to apply it does so at their own discretion. The auction company will not lower the price of an item that has been won by a “jumped” bid with no other competing bids.

Extended/Dynamic Bidding: *Auctions may extend the bidding time on any lot that gets a bid within a certain amount of time of its scheduled closing time. The auction will remain open for those lots until no bids are placed in the allotted amount of time. All lots not receiving a bid in the final minutes will close at the normal time. The auctioneer will determine the number of minutes necessary to activate dynamic bidding ahead of time.*

WE APPRECIATE YOUR ATTENDING THIS AUCTION AND WILL BE GLAD TO ANSWER ANY QUESTIONS YOU MAY HAVE. VISIT OUR WEBSITE FOR UPCOMING AUCTIONS: www.alexanderauctions.com

Alexander

AUCTIONS & REAL ESTATE SALES

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