

Sale Name: Jeanette M. Alsup - Online Personal Property Auction - County Road 455 & Collier

LOT 11 - Payment & Pick-up Day:



Description

All items are sold as is, with no expressed or implied warranty. It is the responsibility of the buyer to decide the condition of the item and bid accordingly. The auction company or any of its staff will not be guaranteeing condition, genuineness or originality of any item. If you do not pickup your items at the scheduled pickup day your credit card on file will be charged. Please make sure you are able to attend pickup on this auction before bidding and make sure to bring any boxes, dollies, tools, packing materials you would need to remove your items. Notice: We do not have staff available to help you load your items. THERE WILL NOT BE AN ALTERNATIVE PICKUP DAY. CASH PAYMENT ONLY AT THIS TIME. All bidders are required to remove all items in the lot they purchased or there will be a \$35.00 per lot removal fee. We will no longer be bringing items back to the office. If Items are not picked up on the given date and time by the third warning there will be an added surcharge of \$35.00 for handling and holding. Auction Terms & Conditions All items are sold "as is where is" with no guarantees of any kinds. Any inspections or financing arrangements needed by the buyer must be made before the auction closing at the buyer's expense. Online Bidding Terms and Conditions of Sale For any questions regarding this auction, please email us at wolfe.office@gmail.com these are the Online Bidding Terms and Conditions of Sale for this auction. They consist of this introduction and twenty-four (24) numbered paragraphs that outline the relationship between you ("the Bidder") and Wolfe Auction & Realty, LLC ("the Auctioneer"). Throughout these Terms and Conditions, the terms "auctioneer," "we," "us," and "our" will refer to the Auctioneer, and the terms "you" and "your" will refer to the Bidder. If you want to bid online in this

auction, you will first have to read these Terms and Conditions. And by placing a bid, you agree that you have read the Terms and Conditions and understand the terms are binding on both you and on the Auctioneer, and all parties will be expected to abide by the Terms and Conditions if any issues arise in connection with this sale. Please read these Online Bidding Terms and Conditions carefully! They contain important information about the online auction itself and your rights and responsibilities as a bidder.

2. WARRANTY AND CONDITION OF ITEMS SOLD: All lots and items are sold as is where is, with all faults and with no express or implied warranties. No action taken by the auctioneer or its agents is intended to create any express or implied warranty as to any lot or item in this sale. The Auctioneer specifically disclaims any express or implied warranties including, but not limited to: any warranty of merchantability, fitness for a particular use, conformity with the environmental laws or requirements, non-infringement accuracy, title, or any other warranty. It is believed that all descriptions are accurate descriptions but not guaranteed. Photographs are only a convenience for the buyer and does not guarantee condition.

3. Online Auction Only: There will NOT be a live auction. If you would prefer to turn in an absentee bid in person please call our office at 573-592-1939 to make arrangements.

4. Registration: To gain access to bid online, you will need to register and obtain a bidder number. You must be eighteen years old or older to register. You agree that all information that you provide during the registration process will be true and accurate. You will be banned from participation in the Auctioneer's auctions indefinitely should you provide any false information during the registration process.

5. Conduct of Sale: All bids, and credits in this sale will be made in United States Dollars. You agree not to use any hardware, software, program, or system that would interfere with the orderly conduct of this sale. You further agree not to copy, reproduce, or publicly display any content from the Auctioneer's website without first obtaining written permission from the Auctioneer.

6. Bidder's Duty to Update Information: Whether you are a new or returning bidder, you agree that if any of the information associated with your bidder number - including contact information and credit card information - changes at any time prior to, during, or after this sale, you will notify the Auctioneer of the change by updating your bidder profile.

7. Bidder's Duty to Inspect and Investigate: You acknowledge that the Auctioneer is providing you with the opportunity to inspect the items being offered for sale in this auction. The Auctioneer strongly encourages you to attend the scheduled previews for this auction. If you choose not to attend the scheduled previews and are in doubt about the condition, completeness or suitability of a given item, please bid accordingly.

1. Photographs and Descriptions: Photographs are only a convenience for the buyer & does not guarantee condition. The Auctioneer posts item descriptions and photographs to aid bidders in the bidding process, and we make every effort to ensure that the descriptions and photographs that we post accurately represent the items being offered for sale. In some photographs, multiple items may appear to be joined as a single unit, however you should not assume that a lot consists of more than one item simply because various items appear connected or are featured in the same photograph. Also understand that, on occasion, the wrong photograph may be displayed for a given item. At all times, you are bidding on items as they are described on this website, not as they appear in any photograph.

2. Bid Wisely: We want everyone to be pleased with their purchases and most will. However, when you bid on the wrong item or decide an item is not suited for your intended use, our clients will not assume the cost of your mistakes. You agree that your failure to inspect or otherwise become fully informed about the items offered for sale in this auction will not be grounds for a refusal to pay amounts due to the Auctioneer nor for any claim against the Auctioneer.

9. Staggered Closing: The Auction will begin closing on Wednesday February 6th 2019 at 6pm Central Time. The closing time will automatically extended 2 min each time a bid is placed within 2 min of the closing of the auction until all bidding concludes.

10. Buyer's Premium: A 15% buyer's premium is

added to every online purchase. For example, if you're winning online bids add up to \$100,000, you will be charged \$115,000 at closing.

11. Interim or Preliminary Relief: Notwithstanding the contents of Paragraph 9 of these Terms and Conditions, you agree that the Auctioneer may seek interim or preliminary relief in a court having jurisdiction in order to protect any rights or property that the Auctioneer may have pending arbitration or litigation.

12. Liability: In all cases, the Auctioneer's liability, and the liability of the seller of the items in this auction, will be limited to the refund of your purchase price. The Auctioneer will not be liable for any amount in connection with the postponement or cancellation of this auction, or the withdrawal of any item or lot from this auction. In no event will the Auctioneer be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with this auction or any related sale or transaction.

1. No Liability for the Acts of Third Parties: The Auctioneer is not responsible for any action taken by any seller, bidder, or other third party before, during, or after this auction.

2. No Liability for Site Malfunction: You understand that this auction is online-only, and so relies on devices and programs that may malfunction without warning. You agree that the Auctioneer will not be liable for any error or inconvenience that may be the result of such a malfunction. You further understand and agree that the Auctioneer may void or suspend any sale, or resell any item, if the Auctioneer determines a transaction to have been affected by any site malfunction.

13. Winning Bids: If you place an online bid in this sale, and your bid is determined to be the winning bid, you become obligated to pay for the item(s) that you have won at the price you gave as your bid plus Buyers Premium.

1. Notification: If you end up placing one or more winning online bids in this auction, the Auctioneer will contact you by e-mail to let you know which items you have won. This e-mail notification will be the only contact you receive from the Auctioneer about your winning bids; this means that you are responsible for checking your e-mail following the close of the auction to determine what items you have won. If you do not receive an e-mail identifying you as a winning bidder, it is because the Auctioneer has no record of your having placed a winning bid.

2. Bid Inquiries: If you believe that you placed a winning online bid, but do not receive an e-mail, you must notify the Auctioneer by sending an e-mail to wolfe.office@gmail.com explaining your situation by 9:00am on the day after of the auction has closed. You agree that the Auctioneer will be the sole authority regarding the identification of winning bids.

14. Changes in Circumstance: All aspects of this auction are subject to change without notice. The Auctioneer reserves the right to, at any time: (1) add or remove items from the auction, (2) split or combine lots, (3) add minimum bids or reserve prices, (4) cancel, suspend, extend or reschedule the sale of an individual item, lot, auction, and/or auction event, (5) make changes to the auction's closing, inspection, or removal times, or (6) take any other action the Auctioneer deems necessary to effect the fair conduct of this sale or protection of buyers', sellers', or other parties' interests. In the event a seller withdraws an item from this auction prior to the close of the auction, the Auctioneer may leave the item on the catalog and buy the item back on behalf of the seller to establish the Auctioneer's earned commission and the buyer's premium due to the Auctioneer from the seller.

15. Default and Resale: You agree that if, after being declared the winning online bidder, you fail to pay for any item that you have won for any reason, your account will be declared in default. If you still refuse to pay for any item after being notified of your account's being in default, you agree that the Auctioneer will have the right to immediately resell your item, and you further agree to pay (1) any cost associated with the resale and (2) any deficiency between your original purchase price and the resale price.

16. Indemnification: You agree to indemnify, defend, and hold harmless the Auctioneer and its employees, officers, owners, affiliates, agents, and representatives from and against any claims, losses, damages, liabilities, judgments, fees, costs, and expenses, including reasonable legal fees and costs, related to, arising from, or associated with you, your agents or

representatives including, but not limited to, personal injury or property damage caused at any sales site or during removal or transportation of items won at auction, any dispute with another bidder, or any violation of these Terms and Conditions.

17. Reporting Bidding Errors: You should carefully review every bid you choose to make before submitting that bid. The Auctioneer will not automatically assume that any bid, even a bid that increases your own lower bid, was made in error. If you mistakenly increase your own bid at any time during the auction, or make some other bidding error (e.g. placing your bidder number in the price field), you must immediately contact the Auctioneer by email at wolfe.office@gmail.com . Reports of bidding errors must be made via e-mail; phone reports will not be accommodated. You agree we have the final determination if the "error" can be removed.

18. Sever and Software Technical Issues: In the event there is any technical issues related to the software, server, or any other auction related technology Wolfe Auction and Reality reserves the right to change, cancel or extend the bidding at our discretion and should not be held responsible for any missed bids. Emails will be sent out if these errors do occur.

19. Timeliness of Bidding Error Reports: If you make a bidding error during this auction, you must identify and report the error before the auction begins to close. The Auctioneer will not undo bidding errors reported after the auction has begun to close. Bids will not be retracted at any time. You agree we have the final determination if the "error" can be removed.

20. Limitations: These Terms and Conditions do not, nor are they intended to create any agency, partnership, joint venture, employer-employee, or franchisor-franchisee relationship. These Terms and Conditions cannot be altered except in writing by the Auctioneer.

21. Severability: If any term, provision, paragraph, condition, or other portion of this agreement, or the application of these, to any person, place, or circumstance, is held to be invalid, unenforceable, or void, the remainder of this agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.

22. Governing Law: These Terms and Conditions will be governed by and construed under the laws of the State of Missouri.

23. Claims and Choice of Venue: Any claim or controversy out of or relating to these Terms and Conditions, or to any breach thereof, will be settled either (1) in Callaway County, Missouri's Small Claims Court, if the claim in question amounts to less than \$5,000, or (2) by means of arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, if the claim in question amounts to more than \$5,000. In the event of arbitration, judgments upon the award rendered by the arbitrator may be entered by any court having jurisdiction. You agree that all claims will be litigated or arbitrated on an individual basis, and will not be consolidated with any claim made by another party. Venue in every case will be Callaway County, Missouri. You agree that any judgments awarded may be applied to and collected from you personally or corporately. Should any party file an action contrary to this paragraph, the counterparty may recover reasonable legal fees and costs. Further, if you bring a claim against the Auctioneer and do not prevail, you agree that you will reimburse the Auctioneer for all reasonable legal fees and costs.

24. Entire Agreement: These Terms and Conditions contain our entire agreement and supersede any prior oral or written agreements relating to the same subject matter. -----

Spectrum Net Designs Data Solutions, Inc. SERVICE TERMS AND CONDITIONS ACCEPTANCE OF TERMS Spectrum Net Designs Data Solutions, (the makers of Auctioneer Software hereafter referred to as "Spectrum Net Designs"), provides its service to you, subject to the following Terms & Conditions ("TAC"), which we may update from time to time without notice to you. The most current version of the TAC can be found at any time by visiting the link: <http://www.auctionflex.com/showtandc.ap>

USE AND REGISTRATION Our services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18) or to temporarily

or indefinitely suspended members. If you are under the age of 18, you can use this service only in conjunction with, and under the supervision of your parents or guardians. If you do not qualify, please do not use our service. If you are registering as a business entity, you represent that you have the authority to bind the entity to the TAC.

REGISTRATION OBLIGATIONS In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Bidder Information") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Spectrum Net Designs has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Spectrum Net Designs has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

DESCRIPTIONS OF SERVICE Spectrum Net Designs provides the following services under the Auction Flex & Auctioneer Software trademarks: Integrated Web Service (for auctioneers), internet bidding (absentee, online-only, & webcast). You can learn more about these services in the following sections.

AUCTIONEER SOFTWARE

INTERNET AUCTION PLATFORM & WEB SERVICE DESCRIPTION Spectrum Net Designs provides the Auctioneer Software (formerly Bidopia) Internet Auction Platform & Web Service ("HWS") under the Auctioneer Software trademark as a software solution for auctioneers wishing to extend the audience of their live auctions to the internet. The HWS provides various features including internet absentee bidding, internet-only auctions, and webcast auctions. The HWS is able to change its appearance to coincide with the website that it is powering. Accordingly, the HWS powers the www.AuctioneerSoftware.com website as well as numerous Auction Flex customer websites. This ability to change appearance is a feature of the HWS. Much like internet merchant account providers can host a secure web page for a vendor to easily process payments, the HWS hosts certain portions of the auctioneer's website to easily enable advanced features such as internet bidding.

INTERNET ABSENTEE BIDDING Internet absentee bidding allows you to place a bid for an item in advance of an auction. This allows you to place bids on lots without actually attending the auction.

INTERNET-ONLY AUCTIONS Internet only bidding allows you to place a bid for an item prior to the auction lot closing online. In an internet-only auction there is no live auction.

WEBCAST AUCTIONS Webcast auctions allow you to bid in real-time against other bidders or place pre-bids prior to a lot going "live". Lots are sold in accordance with the Auctioneer's terms and conditions which are accessible from each lot's page. It is your responsibility to read and accept the Auctioneer's terms and conditions prior to placing your bid. When you place a bid you are agreeing to be bound by the Auctioneer's & Spectrum Net Design's terms and conditions. By placing a bid you are entering into a legally binding and enforceable contract. Please keep in mind that you are bidding against other internet bidders as well as floor bidders, phone bidders, and regular absentee bidders (this list does not constitute a complete list of bidder types but does highlight the common bidder channels). The auctioneer, at their discretion, can approve or deny bidders. The auctioneer reserves the right to accept or deny bidders for any reason. Prior to approval the auctioneer may contact you to determine your credit worthiness. If the auctioneer approves your bid, the auctioneer will then process your bid in accordance with their terms and conditions. Should your bid for a lot prove successful, the auctioneer may contact you to arrange for payment & shipping (if applicable). If the auctioneer required registration via a credit card, the auctioneer reserves the right to process your winning bids to the credit card provided during registration. Spectrum Net Designs, through the Auction Flex & Auctioneer Software products & services, facilitates the internet bidding process between the Auctioneer & the bidder. Spectrum Net Designs is in no way a party to the transaction. Because Spectrum Net Designs is not a party to the transaction, you accept that you

will have no claim or cause of action against Spectrum Net Designs in respect of the sale (or non-sale) of any Lot. If you have a dispute with an Auctioneer or another user of the Service with regard to the sale (or non-sale) of any Lot you agree that Spectrum Net Designs, its officers, agents, employees will not be liable for losses (including, but not limited to, loss of profits, special loss, indirect loss and consequential loss), costs, damages, liabilities, claims, demands and expenses of any kind arising out of or connected with such dispute. You also accept that none of the aforementioned are under any obligation to take any action to resolve any dispute between you and an Auctioneer. Spectrum Net Designs is not responsible for any typographical, pictorial or technical errors in information about Lots on the Site as provided by Auctioneers. Spectrum Net Designs does not evaluate Lots and does not act as a specialist or expert on any related subject matter. Spectrum Net Designs makes no warranties or representation of any kind or nature with respect to Lots (including but not limited to representations or warranties as to the accuracy of description, genuineness, quality, authorship, attribution, provenance, period, culture, source, origin or safety). If you have any questions, e-mail the Auctioneer directly. In particular, make sure that you understand the Auctioneer's payment terms and shipping terms.

BIDDING The Service requires you to login with your username and password prior to placing a bid on a Lot. Making bids with false information or with stolen credit card information is prohibited and illegal. Your user name and password are required in order to place internet bids. Making bids in a false name or with an invalid or stolen credit card is prohibited. Each bid carries the computer coding of the Internet provider which allows the individual user to be traced and Spectrum Net Designs may at its discretion release this information to enable legal action to be taken. Spectrum Net Designs may, in its entire discretion, refuse or remove bids where it suspects that bids contravene this prohibition. By placing a bid, you are making a binding and irrevocable offer to purchase the Item at any price up to the maximum bid amount you submit. If you win, you must complete the transaction, subject to any contractual right or other right at law to rescind the contract in certain circumstances. Failure to complete transaction without lawful reason is not only a breach of your contract with the Seller but also a breach of this User Agreement. The amount bid can be increased but cannot be decreased. The auctioneer may, at their discretion, allow you to withdraw and resubmit a bid in the case of bids containing an obvious typographical error. You may forward a request to withdraw a bid and resubmit a correct bid by immediately sending an email to the auctioneer, however, there is no guarantee that any bid will be withdrawn. Although Spectrum Net Designs will use best efforts to forward all bids, Spectrum Net Designs does not accept any responsibility for lost bids or problems with the recipient auctioneer's ability to process your bid. Moreover, Spectrum Net Designs cannot guarantee that bids received will be processed by the individual auctioneers. Please note that Spectrum Net Design's role is limited to the provision of the Site for dissemination and publication of information provided by the Sellers.

THE WINNING BID The winning bid in an auction will be the highest bid that exceeds any reserve (if a reserve exists). In the case of equal bids, the earliest bid received will be the winning bid. If a higher bid is subsequently withdrawn or removed then the auctioneer shall have the right to accept the next highest bid.

NOTICE OF END OF SALE, PAYMENT & SHIPPING After the sale has ended, the auctioneer will notify the winning bidder via phone, fax or mail that they have won. If you do not receive notice that you have made the winning bid and think that you are the top bidder, you should check with the auctioneer directly. You will make all payment for Items to the auctioneer in accordance with their terms and conditions.

BUYER'S PREMIUM, TAXES AND DUTIES If you are a successful bidder, you are responsible for paying any buyer's premium, taxes and duties (including any VAT, sales tax and import duties) that may be imposed on the final price paid for an Item. Accordingly, it is your responsibility to check the applicable taxes and duties that may be imposed on an Item prior to bidding

for it. **PRIVACY** We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. **COPYRIGHT** All material and content as provided by the Service is protected by copyright and similar rights. You can not use or make available any of that material for any commercial purpose. **SPECIAL ADMONITIONS FOR INTERNATIONAL USE** Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. **DISCLAIMER OF WARRANTIES** You expressly understand and agree that: a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Spectrum Net Designs expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. b. Spectrum Net Designs makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected. c. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. d. no advice or information, whether oral or written, obtained by you from Spectrum Net Designs or through or from the service shall create any warranty not expressly state in the TAC. **LIMITATION OF LIABILITY** You expressly understand and agree that Spectrum Net Designs shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Spectrum Net Designs has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. **EXCLUSIONS AND LIMITATIONS** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of of the previous two sections titled 'Disclaimer of Warranties' and 'Limitation of Liability' may not apply to you. **INDEMNITY** You agree to indemnify and hold Spectrum Net Designs harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. **LEGAL COMPLIANCE** You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items. **GENERAL INFORMATION** The TAC constitute the entire agreement between you and Spectrum Net Designs and govern your use of the Service, superseding any prior agreements between you and Spectrum Net Designs. The TAC and the relationship between you and Spectrum Net Designs shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and Spectrum Net Designs agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Marion, Florida. The failure of Spectrum Net Designs to exercise or enforce any right or provision of the TAC shall not constitute a waiver of such right or provision. If any provision of the TAC

is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TAC remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TAC must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Quantity: 1



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