

**Sale Name:** Personal Property of Robert McPeck, Benjamim Kleckner & Colton Raab

**LOT 13 - Terms and Conditions:**



**Description**

Preview Dates: Sun., Nov. 17, 2024(3-5pm) & Wed., Nov. 20, 2024(3-5pm), Auction  
Closes: Thurs. Nov. 21, 2024 at 6pm,  
Pickup Day: Sat., Nov. 23, 2024 (11am-4pm-FIRM)

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. The auction is not contingent on inspections, appraisal, or financing. All bidding now must be approved, for approval we will need a proof of funds sent to wolfe.office@gmail.com or brought to our office at 400 W 4th St. Fulton MO 65251. If a loan is needed, we must have proof of a 80% Conventional loan with proof of a 20% down payment. 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. 1. Deposit: The Auctioneer Shall collect earnest money deposit of \$8,000 in the form of a cashier's check made payable to Cole County Abstract and Title Company and complete a

purchase agreement the next business day following the end of the online auction. Remaining balance must be paid at closing within 30 days when good title and possession will be granted to buyer.

**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 public ally 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.

**8. Closing:** Closing of this sale will be handled at the office of Cole County Abstract and Title Company 240 East High Street, Jefferson City, Mo 65101, 573-636-3214 on or before 30 days from the date the auction concludes. Title Commitment and title policy to be split 50/50 between buyer and seller.

**9. Staggered Closing:** The closing time will automatically be 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 are winning online bids add up to \$100,000, you will be charged \$110,000 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](mailto: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 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.

**Quantity: 1**



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