



# FURROW AUCTION CO.

## Terms & Conditions

1. Furrow Auction Company, has endeavored to accurately describe all items being sold. All items are sold as is, where is, with all faults. There are no warranties or representations of merchantability, of fitness, nor of any other kind, express or implied. There are NO REFUNDS. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items as fully as desired, or that you have chosen not to examine them. Please note that photographs may have had size modifications for display purposes, or been trimmed to exclude framing, matting, and wide blank margins. Also, imperfections from the photography process can include reflections and variations in color due to digital processing. Furrow Auction Company, shall have no responsibility for any error or omission. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear, imperfections or aging. Any condition statement, written or verbal, is given as a courtesy to the client, and is only an opinion. It should not be treated as a statement of fact. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to age, condition, materials or any other feature of items being sold. We recommend prospective bidders examine all items in which they have an interest. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you not bid on the item in question. All sales are final. No statement written or oral made by the auctioneer or any representative of Furrow Auction Company, shall be deemed a warranty or assumption of liability by Furrow Auction Company or by any seller represented by Furrow Auction Company. Furrow Auction Company reserves the right to withdraw any property before the sale. The preview for the sale will be December 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> from 9:00 am – 4:00pm.

2. The Auctioneer will be the final judge as to who is the successful bidder. In the event of any dispute, the Auctioneer shall, at his discretion, decide whether or not to reopen the bidding. It is the bidder's responsibility to get our attention prior to our saying "sold". We reserve the right to reject any bids deemed inappropriate. If an item is withdrawn from the auction, it will be offered again only at the Auctioneer's discretion. Title to all merchandise shall pass to the successful bidder at the fall of the Auctioneer's "Hammer" or when the Auctioneer says "Sold." The purchaser shall assume full responsibility for the lot purchased once title has passed.

3. A buyer's premium will be applied to the purchase price of all items as listed below. (The "Sales Price" is the hammer price plus the buyer's premium, plus applicable convenience payment fees, plus applicable taxes). All bidding on the Internet at auction and all purchases will be in U.S. Dollars.

### **Phone and absentee bidding:**

25% - Cash, check, certified funds or Bank wire transfer

Credit card payments incur a 3% convenience fee (to equal a 28% buyer's premium)

### **Internet bidding:**

LiveAuctioneers, Bidsquare and Proxibid: 25% - Cash, check, certified funds or Bank wire transfer

Credit card payments incur a 3% convenience fee (to equal a 28% buyer's premium)



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**4. Furrow Auction Company DOES NOT SHIP.** All items for this auction are located in Knoxville, TN. We provide names of carriers and shippers in advance at bidder/purchaser request and on our website. If you plan to bid on items that may be expensive or complicated to ship, we highly recommend that you get shipping estimates prior to bidding from one or more of our recommended shippers or a shipper of your choice. Your agreement to complete the purchase of any items you bid on is a binding contract even if shipping costs exceed your expectations. Purchaser agrees that packing and shipping is done at the purchaser's risk and that the purchaser will pay for all packing expenses, materials, carrier fees and insurance charges. Furrow Auction Company will have no liability for any loss or damage to shipped items. Items must be paid for in full before they will be released to be shipped. Any shipping estimates given are only estimates and cannot be construed as the final shipping cost. All property should be removed from the premises at the sale conclusion unless prior arrangements have been made with Furrow Auction Company. Purchased items not picked up or shipped within ten business days of the auction will be assessed a storage fee of \$10.00 per day. If the purchaser fails to have their item(s) removed from the site within 30 days after the auction, Furrow Auction Company reserves the right to take possession of the item(s) and dispose of them at their discretion to recoup storage costs.

**5. Absentee Bidding:** As a service to our customers, Furrow Auction Company will execute absentee bids if so authorized in writing under the provisions herein specified. Absentee bids should be made on the absentee bid form provided or via an electronic bid form if provided. This form should be clearly and completely filled out and accompanied by a valid credit card. The credit card is used for identification purposes and you are not required to use the card provided to complete the purchase. However, if you do not complete the purchase within our required payment terms, Furrow Auction Company reserves the right to charge the credit card provided for your purchase(s) and for shipping. Absentee bids are executed competitively and confidentially. In the event of tie bids between absentee bidders and those On-Line, preference will be given to the On-Line bidder. If two absentee bidders bid the same amount, the first received will be honored. All Absentee Bid Forms must be completed and returned to Furrow Auction Company no later than 12:00 PM Eastern, on Thursday, December 2<sup>nd</sup> to be honored.

**Telephone bidders:** also, should submit a completed phone and absentee bid form. Upon receipt of a properly executed bid form, we will make arrangements to call you just prior to your lot(s) of interest being offered. Please note that we will have limited time frame to attempt to get in touch with you by phone. Make sure that the phone number you have given us is correct and that your line will be open during the auction. Winning bidders will be notified at the conclusion of the Auction. Furrow Auction Company will not be responsible for any errors or failures to properly execute absentee or telephone bids. All Phone Bid Forms must be completed and returned to Furrow Auction Company no later than 12:00 PM Eastern, on Thursday, December 2<sup>nd</sup> to be honored.

We make every effort to honor all absentee and phone bid reservations, but we are not liable for any losses incurred as a result of failure to execute absentee bids or failed phone reservations or bids.

**Internet bidding:** All Internet bidders will be required to registration and receive pre-approval from one of the Three Internet Platforms, (LiveAuctioneers, Bidsquare or Proxibid). There are no guarantees of successful registration, especially for those bidders attempting to register within 48 hours of the sale. Furrow Auction Company does not warrant that the Internet auction platform(s) will be uninterrupted or error free, nor do they



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make any warranty with respect to the results obtained from participating in the use of the Internet auction platform, or as to the accuracy, reliability or content of any information, service or offerings provided through the Internet auction platform. Your bid is a contract. If you are the winning bidder, you have entered into a legally binding contract to purchase the property. Please contact us directly at [furrow.furrow.com](http://furrow.furrow.com) or (865) 546-3206 if you have registration or any other questions prior to bidding.

6. In bidding on any lot offered, the bidder indicates acceptance of these Terms and Conditions of Sale. Title of each lot passes at the fall of the Auctioneer's "Hammer" or when the auctioneer says, "Sold". The bidder is responsible for knowing on which item(s) he or she is bidding. If unsure, the bidder should inquire, or not bid. When becoming the winning bidder at auction, you have affected a contract and will be expected to pay for items in which you were evidenced to be the successful bidder. After the item is sold, any loss by fire, theft, breakage, or any other cause is the sole responsibility of the purchaser. Merchandise must be packed and transported by the purchaser or the purchaser's agent(s) at his own risk and expense.

7. The Auctioneer reserves the right to accept or reject bids in any increment that the auctioneer deems to be in the best interest of the client, the seller. Absentee and phone bidding for prospective bidders are offered for those who cannot be present at the auction. Please complete the Absentee and/or Phone Bid Reservation form(s). Absentee bids left with us are executed competitively and confidentially. Bids left on the Internet are not executed until the item is offered in the live auction. We target to sell 60-70 lots per hour.

Following are general guidelines for bidding increments:

\$0 - \$99	\$10 increments
\$100 - \$499	\$25 increments
\$500 - \$999	\$50 increments
\$1,000 - \$2,999	\$100 increments
\$3,000 - \$4,999	\$200 increments
\$5,000 - \$9,999	\$500 increments
\$10,000 - \$19,999	\$1,000 increments
\$20,000 - \$49,999	\$2,000 increments
\$50,000 - \$99,999	\$5,000 increments
\$100,000 +	\$10,000 increments

8. **INVOICING AND PAYMENT:** All Winning Invoices will be emailed to Buyer's at the conclusion of the Auction on Dec. 4<sup>th</sup>. Payment can be made in person starting Dec. 5<sup>th</sup> by Cash, Cashier Check, Wire, or Company Check (with Bank Letter of Guarantee), Credit Card payments will incur an additional 3% charge. PLEASE NOTE WE DO NOT HAVE ACCESS TO THE CREDIT CARD YOU REGISTERED WITH.

9. **REMOVAL** - Sunday, Dec. 5<sup>th</sup> from 12:00 Noon to 4:00 pm, Monday, Dec. 6<sup>th</sup> thru Saturday, Dec. 11 from 9:00 AM - 4:00 PM and Monday, Dec. 13<sup>th</sup> thru Wed., Dec. 15<sup>th</sup> from 9:00 AM - 4:00 PM. All Items not removed by 4:00 PM on Dec. 15<sup>th</sup> will be considered abandoned.



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**10. For Quotes on Removal of Items please contact the following:**

Plumbing Quotes: - Clint Davis, East TN Rooter & Plumbing, Phone: 865-688-0357 – Email: [etnrooterandplumbing@gmail.com](mailto:etnrooterandplumbing@gmail.com), Labor \$124.00hr.

Electrical Quotes – Jeff Martin, Advent Electric, Inc. Phone: 865-588-0631, Cell: 865-755-7301, Email: [jmartin@adventelectric.com](mailto:jmartin@adventelectric.com), 1<sup>st</sup> Hour \$130.00, each additional Hour \$59.00

Moving and/or Storage – Miranda, Moretz Moving, Office; 865-938-5810, Cell: 865-254-1044

For information on the Piano please call: Wyatt Thaemert, Volunteer Piano, Phone: 865-765-8863, Email: [info@volunteerpiano.com](mailto:info@volunteerpiano.com)

For information on moving the Piano please call: Mountain Movers, Jeremiah Johnson, Phone: 865-300-7736 – Licensed and Insured

For information on Removal of Lot 35A – Please call: Bill Armstrong, Phone: 865-255-5344

**11. For additional information regarding these Terms and Conditions of Sale, or any other matter relevant to this auction, please contact us: Furrow Auction Company, 10319 Cogdill Rd., Knoxville, TN. 37932 (865) 546-3206 fax (865) 525-4179 or email at [furrow@furrow.com](mailto:furrow@furrow.com). Telephone inquiries may be made between 9am and 5pm Eastern Time, Monday - Friday.**