



## GENERAL TERMS & CONDITIONS

**These Terms and Conditions constitute a CONTRACT between you, the bidder, and us, the Auctioneer. Do not submit any bids unless you understand and agree to ALL of the terms of this contract.**

***QORE, LLC, QORE Real Estate & Auctions shall be known individually and collectively as “Auctioneers”, or “Auction Firm”.***

All bidders must be 18 years of age or older, and provide identification as verification upon request. All bidders and others participating in this auction agree that they have read these terms and agree to be bound by and abide by these terms thereby. Bidder and his or her agents and employees agree to assume all risks of damage to person or property. Bidder and his or her agents and employees specifically release and forever indemnify Auctioneer, its employees, agents, and assigns, from any liability and causes of action.

All property is sold “as is, where is” without any warranty or guarantee, expressed or implied. **ALL SALES ARE FINAL. THERE ARE NO REFUNDS, EXCHANGES or REFUSALS.** As the highest bidder, you are the buyer and are bound by the terms and conditions of this agreement and sale. The BUYER assumes full responsibility for any item purchased **AT THE TIME IT IS SOLD**, there will be no refunds. In no event shall a bidder or buyer hold the Auctioneer responsible for having made or implied any warranty or merchantability or fitness for any specific purpose.

The Auctioneer is acting solely as an agent for the Seller. The Auctioneer shall assume no liability for representations made, or information provided by the Seller. The Seller reserves the right to accept or reject any or all bids. This is a Public Auction and as such, all qualified bidders may bid, including Auctioneer Firm owners, family members and employees.

Bidders are encouraged to inspect all items before bidding. Public inspection & preview information is posted on the Auction Firm’s website for each sale.

Bid cards and bidder registration numbers are issued solely to individuals and are not transferable. Others are not authorized to use your bidder registration. Should you allow others to bid under your number, you will be fully responsible for all bids they make as though you made them yourself.

The sale price recorded by the auction clerk on his or her record sheets, either on paper or electronically, takes priority over all other records and shall be the official sale price of the item sold.

Removal of any and all items shall be at the expense, liability and risk of the purchaser. All property must be removed within the time period announced by the Auctioneer for each auction. Property not removed within the announced time period will revert to the Auctioneer for resale or disposal, without refund or recourse to the bidder. Property not removed shall be considered abandoned and no refunds shall be issued. The Auctioneer, at his or her discretion, may choose to have unclaimed items removed or disposed of at the expense of the Bidder who failed to collect the items. By participating in this auction, you agree to pay the removal costs of any unclaimed items that you won in the auction.

Announcements made at the time of the sale take precedence over conflicting announcements or postings. The Auctioneer reserves the right to determine bidding increments at his or her discretion, and may reject a nominal or fractional bid. The Seller and the Auctioneer reserve the right to withdraw items from sale before or during the auction without prior notice.

Persons attending the auction during preview or inspection period, the auction, or during the removal period assume all risks of damage, injury, or loss to their person and or property, and release the Auctioneer and the Auction Firm from liability thereof. Neither the Auction Firm nor its principals shall be liable for any defect in or condition of premises on which the auction is held. The Auction Firm is acting solely as the agent for the Seller and is not responsible for any acts or omissions of its principals.

Should any litigation or mediation be commenced between the parties to this agreement, concerning this agreement or the associated auction, the bidder / buyer agrees that the court shall award the prevailing party all reasonable costs and expenses, including reasonable attorney's fees.

The bidder / buyer agrees to reimburse the Auctioneer for all expenses incurred in the collection of any unsatisfied debt in conjunction with this auction.

Bidder agrees that this agreement shall be governed by the laws of the state of Colorado and hereby grants sole jurisdiction and agrees to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Douglas County, Colorado. Both parties waive any right to a jury trial and hereby agree to a bench trial before a judge. This agreement shall be governed in all respects by the laws of the State of Colorado. If for any reason, a court of competent jurisdiction finds any part of this agreement to be invalid or unenforceable, that part will be enforced to the maximum extent permissible to affect the original intent of this agreement. If a part is found to be invalid or unenforceable, the remainder of this agreement shall continue in full force and effect. Such invalid or unenforceable part will be deemed severable from the other parts here and will not affect the validity or enforceability of the remaining parts.

Any Bidder who fails to perform as required under these terms and conditions may be banned from this or any future auctions.

By registering for any auction, the bidder agrees to be added to the Auctioneer's email list. If you choose to unsubscribe, please follow the link at the bottom of each email to update your notifications.

The Auctioneer records all live auctions via video, audio, still photography, or a combination of all three. The Bidder grants the Auctioneer permission to use these recordings and or images for any purpose.

### **Vehicle Auctions**

Vehicles are sold “as is” with no warranty. The Auctioneer does NOT inspect vehicles, and makes no claim as to the condition of any vehicles. Some vehicles may be described as “started” or “ran”. This is for informational purposes only, and is a representation of a past occurrence. There is no warranty or guaranty that the vehicle will start or run again. Bidders should not make buying purchases based on this information.

Unless otherwise announced, sales taxes are NOT assessed at the time of sale. Sales taxes will be paid when the vehicle is registered at the DMV in your jurisdiction.

### **Payment**

Payment is due immediately at the conclusion of the auction. A **13%** Buyer’s Premium will be charged to all items.

Visa, MasterCard, Discover, and American Express will be accepted with matching photo-identification. By participating in this auction, buyers expressly agree that they will not “charge back” or “deny” a credit card purchase. The **13%** Buyer’s Premium shall apply to all credit card sales. You will receive a 3% discount on the buyer's premium (bringing it to a 10% Total Buyer's Premium) for paying by Check or Cash at time of pickup.

Checks over \$1,000.00 will NOT be accepted unless accompanied by an “Irrevocable Letter of Credit” from a recognized bank within Colorado, AND, approved **prior to placing any bids** in the auction. Third-party checks will not be accepted under any circumstances.

Wire transfers will be accepted from US banks only, and must be completed by **12:00 PM** the day of the sale end. No paperwork will be provided until the payment posts to our account.

There is a \$35 service fee that will be assessed for any credit card that is declined for a purchase. There will also apply to all returned checks

### **Sales Tax**

Sales taxes will be assessed based on where the items are physically located. Bidders who wish to claim a sales tax exemption **MUST** provide a copy of their tax-exemption certificate **PRIOR** to placing any bids. Sales taxes will NOT be credited back should the bidder fail to pre-register their exemption.

### **Pick-Up / Shipping**

Items may be picked up at the Auction Location unless you indicate you would like the items shipped. Items not picked up during the designated pick-up times will be deemed abandoned and will revert back to us with no refunds. Items to be shipped must be prearranged with the auctioneer and must be stated **Will Ship In The Description Section of the Auction. Otherwise it is Assumed to be Local Pickup Only.** The Buyer is Responsible for all Shipping Charges and will not hold Auctioneers or Auction Firm Liable for any Fees Incurred. Buyer agrees to pay for shipping insurance covering the merchandise being shipped. Shipping damage claims must be reported within the respective time period based on the shipping service that was used (ie. Priority Mail damage claims must be within 60 days of when the package was shipped).

### **On-Line Auctions**

Neither the Auctioneer nor the Seller shall be responsible for any failure of any electronic or internet systems to accept or register a bid. Registered bidders must create a password that prevents others from using their account. Bidders are responsible for ALL bids placed under their name and password. This is a Public Auction and as such, all qualified bidders may bid, including Auction Firm owners, family members and employees.

Online auctions use a “Dynamic” ending process. If a bid is received in the last few minutes before the scheduled closing of an item, the timer on that item will extend, and will continue to extend each time a bid is received. Once the bidding stops, and the timer runs out, that item will be eligible to close. In some cases, items are “linked”, keeping one item open for bidding when a different item in the auction has been extended due to active bidding.

It is the Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor of all items. Auctioneer may attempt to describe the merchandise in advertising, on the internet and at the auction but makes no representations. In no event shall Auctioneer be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. Auctioneer does not guarantee any appraisals, grading's or certifications. If you have any questions about the merchandise, **ASK BEFORE BIDDING.** Bidders shall be the sole judges of value. It is Bidder's responsibility to determine if any item is legal where they live.

By placing a bid, Bidder acknowledges that he or she has inspected the items to his or her satisfaction or chooses to not examine them at his or her sole risk. Even though an item may display as "sold" on the internet, no sales are final until they are certified by the Auctioneer and the bidder receives an invoice. Auctioneer reserves the right to cancel any or all sales and resell the items in whatever manner he or she chooses.

Bidding increments are automatically adjusted based on the chart provided for each auction, and are subject to change at the sole discretion of the Auction Firm.

Bids cannot and will not be removed or altered, unless in the opinion of the auctioneer, the bidder can establish that the bid was an obvious typographical error.

### **Firearms:**

All guns are subject to background checks. These background checks will be done per Colorado State Law and ATF Requirements through a Licensed FFL Dealer. Auction Firm uses: Danger Lee Industries.

Please See Auction Listing For Specific Area FFL Dealer.

There will be a \$30.00 Background Check Fee per gun. All guns will be paid for the day of auction and the Background Check Fee will be paid to the FFL Dealer when background is run. Guns will only be transferred to you the buyer after background check is complete and passed.

**If you have any questions on the guns and transfer of the guns please feel free to call auctioneer at 303-663-7491 prior to auction day.**