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**Terms and Conditions of Sale**

**For Jolly Lanes Auction, May 21st, 2025**

**PLEASE READ THESE TERMS OF SALE CAREFULLY, AS THEY HAVE BEEN RECENTLY UPDATED.**

These are the Terms and Conditions of Sale for this live and online auction. They consist of this introduction and twenty-five numbered paragraphs that outline the relationship between you (“the Bidder”), the live auctioneer, the operator of the preferred website (identified above as the “Auction Host”) and the party coordinating the logistics of this online auction (identified above as the “Auction Manager”). The Auctioneer, Auction Manager and the Auction Host are together referred to in these Terms and Conditions as “the Auctioneer,” and any reference to action that may be taken with respect to the Auctioneer may be taken with respect to the Auction Host or Auction Manager separately or collectively. 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 in this live and online auction, you will first have to certify that you have read, understood, and agreed to these Terms and Conditions. Such certification will function as your legal and binding electronic signature. If you choose to make this certification, these Terms and Conditions will become binding both on 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 Terms and Conditions carefully! They contain important information about the online auction itself and your rights and responsibilities as a bidder.

1. **REGISTRATION:** To gain access to the Auctioneer’s bidding system or to participate in the live auction, 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 may be banned from participation in the Auctioneer’s auctions indefinitely should you provide any false information during the registration process.

2. **DEPOSIT:** There is no required deposit in order to bid at the live or online auction for this event.

3. **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 using this link.

4. **CONDUCT OF SALE:** All deposits, bids, credits, and fees for this sale will be made and charged in United States Dollars. You agree not to take any action or 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.

5. **BIDDER’S DUTY TO INSPECT AND INVESTIGATE:**  You acknowledge that the Auction Manager 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 inspection for this auction, which will take place on the date listed above. If there is no scheduled inspection date then it is up to the bidder to contact the auctioneer and schedule an inspection prior to the start of the auction. If you choose not to attend the scheduled inspection or are in doubt about the condition, completeness, or suitability of a given item, please bid accordingly.

6. **PHOTOGRAPHS AND DESCRIPTIONS:** The Auction Manager regularly posts item descriptions and photographs to aid bidders in the bidding process and will 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, not as they appear in any photograph.

7. **CHOOSE WISELY:** We want everyone to get a good deal 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, nor for any claim against the Auctioneer.

8. **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.** Every effort has been made on the part of the auctioneer, the Auction Manager and the seller to be as transparent as possible regarding the condition of the parcels, including the actual house, the corner parcel and the farmland. It is up to each and every bidder to inspect any or all properties that they desire to bid on and to bid according to their own interests.

9. **REPORTING BIDDING ERRORS**: You should refresh your browser often to view the most up-to-date bid information and 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. Many bidders routinely increase their own bids to price an item out of the reach of other bidders. You understand and agree that you will be held responsible for having made all bids that are made using your account information ‒ even when such bids are 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 using the online form available via this link. Reports of bidding errors must be made via the online web form; phone reports will not be accommodated. In every event, you are responsible for bids submitted using your account and bidder number, including any bids made in error.

10. **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 has no obligation to undo bidding errors reported after the auction has begun to close.

11. **BIDDER’S DUTY TO REPORT FRAUD:** You are responsible for all bids made from your account. If you believe that an unauthorized person has gained access to your account, you must notify the Auctioneer immediately using the online form available via this link. You must also report the incident to the relevant law enforcement authorities and send the Auctioneer a copy of any resulting police report. You understand and agree that if you do not promptly report any suspected fraud to the Auctioneer and to the relevant law enforcement authorities, you will be held personally responsible for all purchases made using your account and bidder number.

12. **CLOSING:** The Auctioneer’s online auctions are designed to mimic traditional “live” actions. For this reason, this auction will have a staggered, dynamic closing. You MAY HAVE TO continuously refresh your browser during the closing process to see the most current activity on your items, both prior to placing your bid and after submitting your bid.

**(a) Staggered Closing:** This online auction will generally begin to close at a rate of five items per minute, every minute. Items’ closing times will be displayed on the website but may be extended past their scheduled closing time, as a result of the Auctioneer’s dynamic closing feature.

**(b) Dynamic Closing:** The closing time of an item is generally extended an additional two minutes whenever a bid is placed within the two minutes leading up to an item’s scheduled closing time.

13. **WINNING BIDS:** If you place a bid in this sale, and your bid is determined to be the winning bid, you become obligated to pay for the item that you have won at the price you gave as your bid.

(a) Notification: If you are the winning bidder on one or more of the four lots offered, one of two things will happen. If you participate at the live auction, you will be required to sign the sale agreement documents immediately after the conclusion of the entire auction. If you are a winning bidder **and** you are an online bidder, you will be contacted the day of the auction by the Auction Manager in order to arrange the signing of all documents within 24 hours after the conclusion of the auction**. In either case, you will be required to submit payment of 10% of the high bid as down payment immediately upon signing the purchase contract(s).**

14. **PAYMENT:** At the conclusion of this auction, a 10% of the high bid deposit will be required in one of the following forms: a local personal or business check, a certified bank check or a wire transfer into the auction company Trust Account. Details for a wire transfer will be provided by the auction company to the winning bidders after the auction.

15. **BUYER’S PREMIUM:** A 10% buyer’s premium is added to EACH LOT SOLD to establish the sale price. Example - if the winning bid is $100,000 then the sale price on the contract will be $110,000.

16. **SALES TAX:** Sales tax will not be collected on items purchased at this auction.

17. **CLAIMS AND CHOICE OF VENUE:** Any claim or controversy arising out of or relating to these Terms and Conditions, or to any breach thereof, will be resolved exclusively by a state court having jurisdiction in Cuyahoga County, Ohio. Each party hereby submits to the jurisdiction and venue of such courts. You agree that all claims instituted by you will be litigated on an individual basis and will not be consolidated with any claim made by another party. You agree that any judgments awarded may be applied to and collected from you personally or corporately. Should you file an action contrary to this paragraph, the defending parties may recover reasonable legal fees and costs. Further, if you bring a claim against the Auctioneer and do not prevail, and/or if the Auctioneer takes action against you as a result of your violation of these terms and conditions and is the prevailing party, you agree that you will reimburse the Auctioneer for all reasonable legal fees and costs including reasonable attorney’s fees.

18. **INTERIM OR PRELIMINARY RELIEF:** You agree that the Auctioneer may seek interim, preliminary, or injunctive relief without the necessity of any bond or similar deposit in a court having jurisdiction.

19. **SUSPENSION OF BIDDING PRIVILEGES:** You understand and agree that any violation of these Terms and Conditions — and/or any unsafe or illegal activity during any auction-related event — may result in the Auctioneer’s suspending your online bidding privileges indefinitely. Nothing in this paragraph will limit the Auctioneer’s right to any other remedies at law or in equity.

20. **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.

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

(b) No Liability for Site Malfunction: You understand that this auction is online and live, and so relies on devices, software, 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 or human error relating to the site. In no event will the Auction Host have any duty or responsibility to the bidder not directly related to the function of the site. Auctioneer does not promise that the website, or any content, service, or feature of the website and/or any software or application of the website (collectively “Services”) will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Services will provide specific results. Auctioneer cannot guarantee the continuous operation of or access to its Services. Bid update and other notification functionality on the website may not occur in real time and is subject to delays beyond Auctioneer’s control. You understand and agree that you are making use of the Services at your own risk and that the Services are delivered on an “as-is” and “as-available” basis. Accordingly, to the extent permitted by applicable law, Auctioneer disclaims all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent permitted by applicable law, Auctioneer is not liable, and you agree not to hold Auctioneer responsible, for any damages or losses (including but not limited to any special, indirect, incidental, or consequential damages), resulting directly or indirectly from: (i) the content you provide (directly or indirectly) using the Services; (ii) your use of or your inability to use the Services; (iii) delays or disruptions in Services; (iv) viruses or other malicious software obtained by accessing or linking to Services; (v) glitches, bugs, errors, or inaccuracies of any kind in Services; and (vi) damage to your hardware device from the use of any Service. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. You assume total responsibility for your use of the website, and your sole remedy against Auctioneer for dissatisfaction with the Services is to stop using the website or any such Services. Regardless of the previous paragraphs, if Auctioneer is found to be liable, Auctioneer’s liability to you or to any third party is limited to the refund of your purchase price.

c. No Liability for User Equipment Malfunction. You have sole responsibility for ensuring that any software or equipment you use to access the Services is in good working order and that any internal or external time mechanisms associated therewith are synced to the time zone from which you are bidding. An auctioneer will not have any liability relating to the malfunction of any Bidder software or equipment, or any failure to set any time mechanisms to the appropriate time.

21. **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.

22. **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.

23. **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.

24. **GOVERNING LAW:** These Terms and Conditions will be governed by and construed under the laws of the State of Ohio.

25. **ENTIRE AGREEMENT:** These Terms and Conditions contain our entire agreement and supersede any prior oral or written agreements relating to the same subject matter.