

## **TERMS**

Auctioneer, Bidder, Buyer and Seller shall agree to be bound by the following terms, conditions and rules of the Auction as shown below. Please make sure you have read the Terms and Conditions before you bid.

Highlights - Our Internet descriptions and printed materials are meant merely as a guide. The absence of condition remarks in the catalog entry DOES NOT mean the item is in perfect condition. Sold "As is, Where is"! All sales are final.

**Total invoice purchases over \$5,000 REQUIRE a wire transfer or Zelle payment. Please call or email us for wire transfer instructions. Zelle payments can be sent to office@ameroauctions.com.**

**ALL PACKING & SHIPPING IS OUTSOURCED. WE DO NOT PACK. WE DO NOT SHIP.**

Pay within 5 days, ship within 10 days, receive within 20 days requested. Thank you

Details - Any bid placed by you guarantees you have read the following terms and conditions of the sale. These terms & conditions control this Auction in all regards and supersede all previous announcements, advertisements, catalogs and published information however distributed. All announcements from the Auction block will take precedence over any Internet description or printed material.

Our Internet descriptions and printed materials are meant merely as a guide. The Auctioneers do not warrant the accuracy, genuineness, authenticity, condition, description, weight, count or measure of any of the lots specified herein. Please make yourself familiar with the merchandise you are bidding on, and again, the terms and conditions of the sale. The items sold are often of considerable age and will exhibit wear, show usage and/or damage often NOT LISTED IN THE CATALOG ENTRY.

The absence of condition remarks in the catalog entry DOES NOT mean the item is in perfect condition. Please determine condition, genuineness and/or authenticity BEFORE you bid as all items are sold "As is, Where is"! All sales are final. Statements made by Auctioneer and/or staff of Auctioneer are opinions only and should not be construed as statements of fact.

All sales are recorded.

1) **REGISTRATION:** Bidder must register for the Auction before his/her bid is accepted. Proper identification and credit card information will be required. Auctioneer reserves the right to refuse to register any prospective bidder for any reason.

2) **BUYER'S PREMIUM:** All Internet auction bidders are subject to a standard 25% buyer's premium, which will be added to the hammer price for each lot sold plus applicable sales tax.

In-house / Phone / Absentee bids are subject to a 20% buyer's premium. See payment terms below.

3) **PAYMENT:** Please do not make payment until you have received an official invoice from us directly. Receipt of Live Auctioneers or Invaluable notice you have won a lot is not a guarantee of lot ownership.

Absentee and Internet sales must be paid for within 5 BUSINESS DAYS of the sale, or, at the Auctioneers' discretion, the sale may be considered null and void. Any loss incurred by the Auctioneers as a result of this delinquency will be charged to the nonperforming buyer. If payment is not received within 10 days of the auction, a Dispute will be filed with Live Auctioneers/Invaluable which will be available for other auction houses to see. Acceptable forms of payment include MasterCard, Visa, Discover, American Express and Bank Wire Transfer. Credit card payments are subject to an additional 3% credit card processing fee.

Total invoice purchases over \$5,000 REQUIRE a wire transfer or Zelle payment. Please note that in the event that we cannot reach the buyer within 10 business days we will attempt to charge the credit card on file for payment.

4) **BIDDING INCREMENTS:** \$0 - 499 \$25 increments \$500 - 999 \$50 increments \$1,000 -2,999 \$100 increments \$3,000- 9,999 \$250 increments \$10,000 -19,999 \$500 increments \$20,000 + \$1,000 increments Please adhere to the bidding increments shown above.

It is possible that a lot could go to another bidder for the same amount as your absentee bid. For example, if your maximum Internet bid on an item is \$325.00 and the required opening bid is \$300.00, the Internet auction software will only bid \$300.00 since that is all that is required to start the Auction. The Auction begins with you at \$300.00. The next increment would be \$325.00. If no one else bids, you are the winner at \$300.00. If a live auction bidder bids \$325.00, they are at \$325.00, not you. We always encourage bidders to bid by phone or to leave absentee bids through our gallery to avoid such a situation. Please check Section 14 (B) concerning tie bids.

5) **IMPORTANT NOTICE:** The auctioneer usually auctions items at the rate of 60 - 90 lots per hour. On some occasions the bidding software or your Internet connection may not be able to keep up with the pace of the auction. We recommend placing a realistic absentee bid for the live Internet auction a minimum of 2 hours before the Auction begins as insurance to avoid disappointment. Occasionally, the Auctioneer may eliminate or reject an Internet bid, or the auctioneer may reopen a lot after the close of the Internet live bidding. This action may be due to the Auctioneer missing an in-house floor bid. In this case, we may reject your bid even if it shows you as the winning bidder. By bidding via the Internet, you agree that the auctioneer may award the lot to another bidder at its sole discretion under the circumstances described above or any other reasonable circumstances. Internet bids are treated just like floor bids. In some cases, due to Internet lag time, the floor may respond before the Internet bid is presented to the Auctioneer. For consistency, we have made it a policy that floor bids are always considered first over tie internet bids.

**6) SHIPPING AND PACKING & INSURANCE:** WE DO NOT SHIP. You must use an outside shipping & packing company. Arrangements and costs are the sole responsibility of the buyer. Buyer will pay packing, shipping and insurance costs as charged directly to the professional company of his/her choice. Buyer should request a shipping quote prior to bidding. We do require tracking ability in most cases. BUYER SHALL ARRANGE & PAY FOR SHIPPING! ALL PACKING & SHIPPING IS OUTSOURCED. WE DO NOT PACK. Shipping is not refundable.

- a) Shipping estimates can be obtained by emailing pertinent Auction information such as the Auction lot #s and Auction date along with your zip code or country per instructions listed in the section related to shipping.
- b) All shippers will be responsible for picking up purchases at our gallery no later than 5:00 P.M. on the twelfth (12th) business day following the end of the Auction unless prior arrangements have been made.

**7) STORAGE AND HANDLING FEES:** Applicable fees will begin to accrue on the 13th day following the Auction in the amount of \$10 PER LOT per day until removal or if left over 60 days from the date of the Auction, the item(s) will be considered abandoned and will be placed in a subsequent auction and sold to the highest bidder without reserve with all proceeds being retained by the Auctioneers. Please note that removal deadlines are STRICTLY ENFORCED. Shippers must retrieve all items at 1540 N Lime Ave Sarasota FL 34237. We are open 10am - 5pm, Mon.- Fri. Saturday pick up a possibility with prearrangement.

**8) ESTIMATES & RESERVES:** Pre-sale estimates are intended as guides and may not be reflective of the actual gavel price. Some of the items in this Auction are subject to a reserve. The reserve is a confidential minimum price agreed upon by the consignor and the auction house. The reserve will not be higher than the low estimate.

**9) AUCTION CATALOGS:** Catalogs, brochures and internet descriptions are guides only, based on information from sources believed to be reliable, but their accuracy cannot be guaranteed or warranted. Auctioneer will not be liable for any errors or omissions. Statements made by Auctioneer and/or staff of Auctioneer whether oral or written, are opinions only and should not be construed as statements of fact.

**10) AGENCY:** Auctioneer has been hired by Seller to act as Seller's agent in conduction of the Auction. The Auctioneer is not serving as an agent for Bidder or any Buyer.

**11) AUCTIONEER DISCRETION:** The Auctioneer, at his/her discretion, may reject any bid not commensurate with the value of the article offered. Auctioneer reserves the right to withdraw any lot, or portion of a lot, from the Auction or to cancel the entire Auction without notice or liability to Auctioneer or Seller. One bid only does not necessarily constitute an Auction and the lot therefore may be withdrawn if only one bid is realized. The Auctioneer may reject nominal bids, small opening bids or very nominal advances made with purpose of disparaging an item.

**12) TERMS OF GUARANTEE:** Each lot will be sold AS IS, WHERE IS with all defects and faults. No warranties or guarantees of any kind will be given by Seller or Auctioneer including any warranty of fitness, merchantability or suitability. Bidders should, whenever possible, carefully inspect each lot to determine condition and contents. All weights, counts and measurements are approximate. Bidder acknowledges that all lots were available for inspection prior to the Auction and that he or she relied solely on their own inspection of the lots and not any information listed in the catalog or otherwise provided by Auctioneer, the Auction staff or Seller. It is the responsibility of the buyer to obtain all possible lot information prior to bidding. If you are not completely satisfied with an item before you bid, DO NOT BID.

**RUGS:** The auction house does not guarantee the names or patterns of any Oriental rugs. All rug dimensions are approximate.

**JEWELRY:** Regarding jewelry, all weights, grades, sizes, and metal content(s) are approximate.

**CLOCKS & WATCHES:** Due to their delicate nature, all clocks and watches are sold as not working even though they may be just fine.

**ANTIQUES:** Additionally, antiques, by the very nature of their age, have wear that reflects their years of use. As a result, honest wear from use is to be expected and is sometimes the proof that an item is an antique. Normal wear will not be noted in the description. Buyers who would like to know the fine points regarding condition should call 941-330-1577 prior to the Auction. We would prefer that you examine the items before you place a bid. All other guarantees of authenticity of authorship, expressed or implied, are hereby disclaimed. There is no other warranty, expressed or implied. Each and every lot is sold AS IS. All announcements from the Auction block will take precedence over any printed material.

**13) LIMITED RETURNS ARE PERMITTED AS FOLLOWS:** (a) If it is determined to the auction house's satisfaction that the physical condition of the property materially differs from what was described in the information listed and/or contained in the written condition reports received or if the description is, in any material respect, inaccurate OR (b) The buyer had requested and received a written condition report prior to bidding AND (c) The buyer provides notice of intent to return the item within 24 hours following receipt of the property AND (d) The buyer returns the property to the auction house in the same condition as when sold within 10 (ten) days of receiving the property. Shipping is non-refundable. (e) The auction house will attempt to contact buyer to confirm receipt of item, however, if unable to contact buyer after 5 days of a delivery date, we will assume acceptance. (f) It is also our policy to have the purchaser obtain, at the purchaser's expense, the opinion of one (or two in some cases) recognized experts in the field, mutually acceptable to auction and the purchaser, before we determine whether to rescind the sale under the above guarantee. The purchaser's sole remedy in the event of disputed authenticity of origin of any lot shall be the rescission of the sale and return of the original purchase price and premium paid by the purchaser. Shipping is non-refundable. **LOTS NOT PICKED UP WITHIN 10 DAYS OF THE AUCTION WILL HAVE NO RECOURSE WHATSOEVER.**

14) **WINNING BIDDERS:** The highest bidder for a lot as recognized by the Auctioneer, will be the Buyer, subject to the satisfaction of any reserve amount for that lot. A lot is sold when the Auctioneer indicates such in the customary manner. Please see Important Notice #4 above. Buyers should assume that all listed items are reserved unless otherwise stated. We reserve the right to bid on behalf of consignors up to, but not more than, the reserve to protect against selling at a price below the reserve. This will be accomplished as necessary by a proxy placing successive bids, or bids in response to buyers' bids. Auctioneers reserve the right to invoke Auctioneers discretion at any time during the bidding process.

15) **INTERNET BIDDING:** All bidder names and bids are held in strictest confidence, disclosed only in the event of a question after the sale. Internet bidding is a convenience offered to our customers and Auctioneer and the Auction Staff are not responsible for you not winning your bid(s) due to any human error, electronic or technical failure of any kind. If you place absentee bids on the Internet, then choose to attend in person, bid by phone or by any other means, it is solely your responsibility to cancel any or all absentee bids prior to the start of the Auction. The Auction House is not liable or responsible for any errors or failure to do so.

16) **TIE BIDS:** In the event of a tie between (A) an Internet absentee or Internet live bidder and (B) a floor bidder (persons attending the Auction or participating on the telephone), the floor bid will take precedence, and the floor bidder will be the winner of the bid. NOTE: In the event of a discrepancy between the House recording of the bid and the Internet auction recording of the bidding, the House recording will take precedence.

17) **POOLING:** Bid rigging is a very serious crime and any illegal conduct by bidder or others will be immediately reported by Auctioneer to the U.S. Attorney and Department of Justice for investigation and prosecution to THE FULLEST EXTENT OF THE LAW. Title 15, Section 1 of the U.S. Code provides any agreement among potential bidders not to bid against one another, or otherwise to dampen the bidding process, is a felony under federal law. The law provides fines of up to \$10 million per violation for a corporate offender and \$350,000 per violation for others, as well as imprisonment of up to three years. Auctioneer reserves the right to advance the bidding to protect the Seller during any instance where Bid Rigging may be occurring.

18) **OWNERSHIP:** Ownership, possession and the risk of loss from any cause passes immediately to Buyer when Auctioneer announces the sale of a lot. Buyers are solely responsible for their purchases, and Seller and Auctioneer will have no responsibility for lost, stolen or damaged lots. Auctioneers clerking records will be absolute in the event of a dispute.

19) **SALES TAX EXEMPTION:** Sarasota County Florida State Sales tax is 7%. Applicable Sales or use taxes will be added to the purchase price of all taxable purchases. To be sales tax exempt, a current sales tax exemption certificate, including sales tax exemption number, must be presented to avoid paying sales tax. Out of state Internet buyers may be charged sales tax for your local area unless you have registered a sales tax certificate with the platform you are using.

20) **LEGAL DISPUTES:** Bidder agrees that any controversy or claim arising out of this Auction, or any related dealings with Auctioneer or Seller, must be resolved by final and binding arbitration with no appeal permitted except as provided by Florida statute. The parties voluntarily waive their rights to seek traditional remedies in any court including the right to a trial by jury. The prevailing party will be entitled to collect from the other all costs associated with the arbitration, including reasonable attorney's fees. Notwithstanding, this requirement for binding arbitration, the parties agree Auctioneer and Seller retain their right to pursue a traditional lawsuit against any Buyer for the collection of any payment due them by the Buyer for any purchase at the Auction and it is agreed that in that event the defaulting bidder will be responsible for all of Auctioneers and/or Sellers costs of collection including reasonable attorney's fees of THIRTY THREE AND ONE THIRD PERCENT (33 1/3%), plus a finance charge of TWO PERCENT (2%) PER MONTH (24 PERCENT PER ANNUM) from the date of the Auction until the balance is paid in full. 21) **DAMAGE AND/OR LOSS:** Auctioneer will have no responsibility for any loss or damage resulting from Auctioneer's staff carrying, handling or loading any item(s) for any person. The auction house is not liable for damage or loss of items not removed by 5pm on the 12th calendar day after the auction per the Terms & Conditions.

22) **ACCEPTANCE OF TERMS:** Registering to bid and or placing a bid of any kind indicates to us that the bidder has a full understanding of the terms and conditions and accepts these terms along with the agreement to be so bound. Terms may not be amended in any way except by a signed, written agreement between Auctioneer and Bidder. If there is anything relevant to this Auction that you do not understand, please ask Auctioneer or a member of staff to assist you. We want your Auction experience to be an informative and positive one.

23) This Agreement will be construed and governed solely in accordance with the laws of the State of Florida and that the exclusive venue for any controversy or claim between them will be in the County of Sarasota, Florida.

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