



HOUSE OF CRAVEN

HOUSE OF CRAVEN AUCTION REGISTRATION FORM

This Auction Registration From (this "Agreement") is made effective as of _____ (Date) between House of Craven and the following Bidder or Buyer for the **March 16, 2024**, Auction:

I. CONTACT INFORMATION.

Name: _____

Phone: _____

Email: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Driver's License (State and Number): _____

The Bidder or Buyer is responsible for contacting House of Craven with any changes to address, phone, email, or other contact or billing information.

II. BILLING INFORMATION.

Credit Card Number: _____

Expiration Date: _____

Security Code: _____

Billing Zip Code: _____

ABSENTEE OR PHONE REGISTRATION LIST

ITEM NUMBER	ITEM NAME / DESCRIPTION	MAXIMUM BID



ITEM NUMBER (cont.)	ITEM NAME / DESCRIPTION (cont.)	MAXIMUM BID (cont.)

Buyer's Name: _____

By: _____

Date: _____

FOR HOUSE OF CRAVEN RECORDS:

By: _____

Date: _____

NAME

Inventory Control Number: _____

RFID / Location Data: _____

All Property will be offered and sold by House of Craven as agent for the "Seller" or "Consignor". By participating in any "Auction" and/or "Sale," the "Bidder" and "Buyer" agree to be bound by the following terms and conditions:

I. CONDITION OF PROPERTY.

Prospective Bidders or their agents should inspect the Property prior to bidding to determine its condition, size, and, whether or not, it has been repaired or restored. Buyers are responsible for satisfying themselves concerning the condition and description of the Property. Condition reports, photos, and video or digital images are provided as a courtesy and should not be considered a substitute for viewing the items in person. All statements made orally or in writing by House of Craven are statements of opinion and are not to be relied on as statements of fact. House of Craven and the Consignor assume no risk, liability, or responsibility for the authenticity of the authorship of any Property identified for auction. All Property is sold "as is" and neither House of Craven nor the Consignor make any warranties or representations of any kind or nature concerning the Property, and no statement in the bill of sale or invoice or elsewhere shall be deemed an assumption of liability or warranty or representation as to the description, genuineness, attribution, provenance or condition of the Property. House of Craven and the Consignor make no representation as to whether the Buyer acquires any reproduction rights in the Property.

II. BIDDING PROCEDURES.

- A. **Reserves.** Unless the sale is advertised and announced as a sale without reserves, each lot is offered subject to reserve. House of Craven may implement such reserves by bidding through its representatives on behalf of the Consignor.



- B. **Bidding.** House of Craven reserves the right to reject a bid from any Bidder. The auctioneer has the right to split any bidding increment and to advance the bidding in any manner as the auctioneer may decide. The highest Bidder acknowledged by the auctioneer shall be the Buyer. In the event of any dispute between Bidders, the auctioneer shall have sole and final discretion either to determine the successful Bidder or to re-offer and resell the article in dispute. If any dispute arises after the sale, the sale record of House of Craven shall be conclusive in all respects.
- C. **Online bids.** House of Craven will use reasonable efforts to carry out online bids, however, House of Craven is not responsible for equipment failure, inability to access the Internet, or software malfunctions related to the execution of online bids.
- D. **Withdrawal.** House of Craven reserves the right to withdraw any Property before sale and shall have no liability for such withdrawal.
- E. **Auctioneer's discretion.** If the auctioneer determines that any opening bid is not commensurate with the value of the article offered, he may reject the same and withdraw the article from the sale. If having accepted an opening bid, he may reject the advance.

III. NON-PAYMENT.

The winning Bidder is required to pay the winning bid amount (plus any Buyer's Premium) within a specified timeframe of seven (7) calendar days. Items are considered unsold if payment is not received from the high Bidder within thirty (30) days, and the sale will be canceled, and the Buyer will be deemed a "non-performing Bidder". Further, failure to pay will result in the House of Craven filing a dispute with LiveAuctioneers, LLC, which could result in a Suspended Bidder Account.

Please refer to the Terms and Conditions of LiveAuctioneers, LLC, on their website, which governs the provision of LiveAuctioneers Services by Live Auctioneers, LLC and its affiliates and subsidiaries (collectively, "LiveAuctioneers"). According to LiveAuctioneers, LLC, if a Bidder receives two or more disputes on their account, they will be suspended and lose their ability to participate in any online live auctions through LiveAuctioneers.com.

Once a Buyer or Bidder has been suspended:

- Status is immediately changed to "Suspended" for all auctions in which the Bidder or Buyer is registered;
- Bidder or Buyer is notified via e-mail and in the 'My Profile' section of their account; and
- All pending absentee bids will remain unsent and in pending status until all disputes have been resolved.

If the Buyer does not make full payment for the purchase within the time required, House of Craven is authorized in their absolute and sole discretion to exercise one or more of the following remedies, in addition to other remedies available to House of Craven and the Consignor by law: House of Craven is authorized to: (a) hold the Buyer liable for the total purchase price; (b) cancel the sale, retaining as liquidated damages all payments made by the Buyer; (c) resell the Property at public auction or private sale with terms that House of Craven deems appropriate; (d) to resell the Property at public auction without reserve and the Buyer shall be liable for any deficiency, cost, handling charges and the expenses of both sales and the commissions of both sales; (e) to offset the full purchase price against an amount owed by House of Craven to the Buyer; (f) to not allow any bids at any upcoming auctions by or on behalf of the Buyer; and (h) to take other actions as House of Craven find necessary and appropriate. The Buyer grants House of Craven a security interest in any Property in House of Craven's possession which is owned by such Buyer and House of Craven is authorized to hold such Property as collateral security for such Buyer's obligations. Buyer shall be liable to House of Craven for all other charges incurred as a result of Buyer's non-payment, including attorney fees, expenses, and incidental damages. As between House of Craven and Consignor, if the successful Bidder does not pay for the Property, collection procedures shall be responsibility of the Consignor and not House of Craven. (*See Section IV. REMOVAL OF PROPERTY*).



IV. REMOVAL OF PROPERTY.

The Buyer at Buyer's expense must remove all Property from House of Craven not later than seven (7) calendar days following the sale. Purchases not removed by the eighth (8th) calendar day following the sale will be subject to an \$8 (eight dollar) handling charge per item, per day, payable by the Buyer until the items are removed. If the Buyer pays but does not arrange for shipping and/or pick-up of the item(s) within sixty (60) calendar days, the sale will be canceled, and Bidder or Buyer is deemed a "non-performing Bidder", and the item(s) will become the Property of House of Craven. (*See Section III. NON-PAYMENT*).

For further details, read the Terms and Conditions and Privacy Policy prior to the start of the auction.

V. BUYER'S PREMIUM.

The Buyer will be invoiced within twenty-four (24) hours of the auction. A thirty percent (30.0%) Buyer's Premium is added to the winning bid. This is an additional percentage of the final bid amount that the winning Bidder must pay, and it goes to the auction house as a fee.

VI. SALES TAX AND SALES TAX EXEMPTION.

Each Buyer must provide a copy of their current 2024 Sales Tax (RESALE) Certificate of Exemption, or 7.0% Florida Sales Tax will be charged – No Exceptions!

VII. SURCHARGE | PROCESSING FEE.

A surcharge processing fee is a fee that House of Craven adds to transactions to cover processing costs. The surcharge processing fee is three percent (3.0%) of the overall or total purchase costs.

VIII. SHIPPING.

Upon receipt of payment, the Buyer may arrange to pick up your purchase or have them shipped. House of Craven does NOT offer or manage shipping. However, House of Craven does keep an updated list of preferred shipping partners based on our own experiences and positive feedback from our clients, which is solely for informational purposes.

- a. **Acknowledgment of Third-Party Shipping Services:** The Parties acknowledge that the Buyer will utilize third-party shipping services to facilitate the delivery of purchased items within thirty (30) days of auction date.
- b. **Waiver of Liability:** The Buyer hereby waives and releases House of Craven from any liability arising from shipping issues, delays, or damages incurred during the transportation of the purchased item. This includes, but is not limited to, delays caused by carriers, customs procedures, weather condition, natural disaster, and any other unforeseen circumstances beyond the control of House of Craven.
- c. **No Responsibility for Third-Party Actions:** House of Craven shall not be held responsible for the actions or omissions of third-party shipping carriers, agents, or intermediaries involved in the transportation of the purchased item including lost, damaged, or stolen items.
- d. **Claims and Disputes:** In the event of shipping issues, delays, or damages, the Buyer agrees to address such matters directly with the relevant shipping carrier. House of Craven may provide reasonable assistance in facilitating communications between the Buyer and the carrier, but the ultimate resolution of such matters lies between the Buyer and the carrier.

The Buyer may choose to consider insuring each item through a third-party shipping company or third-party insurance company.



IX. FINAL SALES | RETURN POLICY.

All Sales are Final. No refund(s) will be issued. Any questions, prior to the start of an auction, and the return policy, should be directed to House of Craven via email at craven@houseofcraven.com

X. LOSS AND INSURANCE. House of Craven shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of House of Craven. House of Craven shall maintain insurance in adequate amounts to pay for the replacement of the merchandise in the event of such shortages, loss, or damage.

XI. DEFAULTS. If House of Craven fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to the Consignor within thirty (30 days of the Auction), the Consignor shall have the option to cancel this Agreement by providing 10 days written notice to House of Craven. House of Craven shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default if such corrective action is taken before the end of the period stated in the previous sentence, and if there are no other defaults during such period.

XII. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

XIII. WARRANTIES. Neither party makes any warranties concerning the use, sale, or other transfer of the Property by the other party or by any third party. In no event will House of Craven be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

XIV. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

XV. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties concerning the subject matter of this agreement.

XVI. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

XVII. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XVIII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIX. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida.



XX. SIGNATORIES. This Agreement shall be signed by the Consignor as the Owner, and by the House of Craven. This Agreement is effective as of the date first written above.

XXI. BIDDER OR BUYER'S CERTIFICATION. I certify that I have read the House of Craven's Auction Registration Form, and the Terms and Conditions, Accessibility Statement, and Privacy Policy on the website. Further, I have read and understand the Terms and Conditions of LiveAuctioneers, LLC. I will hold House of Craven and all of its related entities, agents, employees, officers, and shareholders harmless from any claims to ownership or authentication of items, and against all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees and costs, judgments and penalties (collectively "Liabilities") arising out of, resulting from, or based upon breach by the Seller of any representation, warranty or covenant made under this Agreement.

Buyer's Name: _____

By: _____
Signature of the Buyer

Date: _____

Consignee: **House of Craven**

By: _____ Date: _____
Mine Run Holdings, LLC (D/B/A: House of Craven)
Jennifer N. Higgins, Auctioneer

Florida Auction License No. AU5441

E: craven@houseofcraven.com

O: 305.769.8088



II. HOUSE OF CRAVEN: BIDDING OPTIONS

How to Bid







Online
Register and bid online via LiveAuctioneers



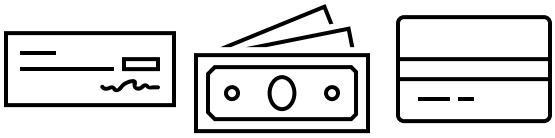



Absentee
Complete and email us the online Bidder Registration form and we'll bid on your behalf



Phone
Register with us to real-time bid over the phone during the auction

Just email us at craven@houseofcraven.com

III. HOUSE OF CRAVEN: ACCEPTED PAYMENTS.

<p>Cash, Check or Credit Card</p> <div style="text-align: center; margin-top: 20px;">  </div>	<p>Cryptocurrency Payment Providers</p> <div style="text-align: center; margin-top: 20px;">  </div>
<p>Online Platforms¹</p> <div style="text-align: center; margin-top: 20px;">  </div>	<p>Buy Now, Pay Later</p> <div style="text-align: center; margin-top: 20px;">  </div>

¹Zelle(305.769.8088 or craven@houseofcraven.com via Bank of America and CitiBank); PayPal (craven@houseofcraven.com); CashApp (SHouseofCraven); domestic and international wire transfers; or invoicing via LiveAuctioneers, PayPal, Square, or Bank of America Merchant Services, for payment at our sales and auctions