

Farmer Auctions - Auction Terms & Conditions

- 1. Condition of Goods:** In publishing this catalog, Farmer Auctions has endeavored to accurately describe all items being sold but all property being offered is to be sold "as is". No statement in this catalog, bill of sale, invoice, or elsewhere by any representative of, or person in the employ of Farmer Auctions shall be deemed to be a warranty, representation, or assumption of liability with respect to age, condition, size, quality, variety, importance, provenance, or historical relevance of any of these items. Please note that photographs may have had size modifications for display purposes, or been trimmed to exclude framing, matting, and wide blank margins. Also, variations in color may occur due to digital processing. 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. Farmer Auctions 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.
- 2. Disputes:** 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.
- 3. Title to Goods:** Title to all merchandise shall pass to the successful bidder at the fall of the Auctioneer's "hammer". The purchaser shall assume full responsibility for the lot purchased once title has passed.
- 4. Removal of Goods:** Delivery and storage shall be available at purchaser's expense and risk. We can recommend several competent shippers and make arrangements for long-term storage or worldwide shipping (please see shipping). Otherwise, all property must be removed from the premises within five (5) days of the sale conclusion of the sale. All merchandise left over 30 days will be subject to a \$50.00 storage fee per month. After 60 days merchandise is considered abandoned and will become property of Farmer Auctions.
- 5. Shipping:** Farmer Auctions does not provide shipping. If you are in need of a shipper in order to receive your purchases, we have compiled a list of shippers in our area. Feel free to contact them directly to obtain quotes for the packaging and delivery of your items, or make your own arrangements.
- 6. Payment Terms:** All accounts are to be settled by the end of the sale. Payment may be made by cash, traveler's check, Visa, MasterCard, or personal check if you are a prior customer. All others must obtain prior approval. Approval will be granted upon presentation of a "letter of guarantee" from an officer of your bank on original stationery. This letter should state an exact amount of funds guaranteed and should be presented to the cashier at time of registration. In any event, Farmer Auctions reserves the right to hold all merchandise paid for by check until such check has cleared and receipt of funds is verified. There will be a \$25.00 return check fee on all returned checks.
- 7. Sales Tax:** Pursuant to the laws of the Commonwealth of Virginia, all sales, including buyer's premiums, are subject to the collection of a 5.3% sales tax. For online bidders, we must charge sales tax if the buyer lives in Virginia or picks up in Virginia. You may present a valid resale license and complete the necessary Virginia certificate for Sales Tax Exemption (available from Farmer Auctions). Lots shipped out of state are not subject to VA state sales tax.
- 8. Buyer's Premium:** The buyer's premium on property purchased will be in the amount of 18% of the successful high bid if bidding directly with the auction gallery or on farmer-auctions.com, with a discount of 3% if paying by cash or check (20% if bidding online with AuctionZip, Invaluable or LiveAuctioneers), regardless of payment method. All bidding at auction and all purchases will be in U.S. Dollars.
- 9. Errors:** Farmer Auctions is not responsible for any typographical or any other error or omission in this catalogue or subsequent price key. Farmer Auctions reserves the right to withdraw any property before the sale.
- 10. Estimates:** Any estimates provided are our opinion of the price that a willing buyer would pay for the property at auction. These estimates are opinion, based, where possible, on prices paid for comparable items sold in the past. They are neither a representation nor a prediction of the actual selling price that will be realized at auction, post-auction sale, or upon resale, which may be substantially different from these estimates. We shall not be liable in any way for such a difference.
- 11. Exhibition:** Prior to every sale we have an exhibition of the items in the catalogue. Our staff is present to answer questions about items and to offer help with the auction process. Preview will be two hours before sale time on both days, or by appointment.
- 12. Absentee / Internet Bidding:** As a service to our customers, Farmer Auctions 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 in each catalogue. This form should be clearly and completely filled out and accompanied by a valid credit card. All absentee bids will be executed competitively during the sale; items will be purchased for the lowest price possible. Farmer Auctions cannot accept "buy" bids. In the event of tie bids between absentee bidders and those in attendance, preference will be given to the attending bidder. Where two absentee bidders bid the same amount, the first received will be honored. Successful buyers will be notified within three (3) days of the sale. Professional specialists handle all shipping and delivery, and if you are a successful bidder, we will give you proper information so you can contract directly with the proper company. This service is offered as a convenience and Farmer Auctions will not be responsible for any errors or failures to properly execute absentee bids. Absentee bids will not be guaranteed after 3pm the day of the sale.
- 13. Agreement to Terms:** In bidding on any lot here offered, the bidder indicates acceptance of these Terms and Conditions of Sale. Title of each lot passes when the auctioneer says, "Sold". Thereafter, 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 at his own risk and expense. If any employee or agent of Farmer Auctions shall pack or transport the merchandise, it is fully at the risk, responsibility and expense of the purchaser and Farmer Auctions shall not be liable for any loss or damage that may be caused by such employee or agent.
- 14. Bidder Responsibility:** 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. Auctioneer will not honor "mistakes". Should the bidder end up with an item he or she did not intend to purchase, that bidder may resell it directly to another person at the end of the auction. Do not concern the auctioneer with this, as no sales will be voided and no items will be offered for resale. Also, please note that all items and contents in any furniture or articles sold are reserved unless otherwise announced. This includes items in drawers and other areas undiscovered by our presale workers.
- 15. Acceptance of Bids:** The Auctioneer reserves the right to accept or reject bids in any increment which the auctioneer deems to be in the best interest of the client, the seller. POOLS: Pools are associations of dealers or collectors formed with the purpose of keeping down auction prices for the benefits of its members. They are illegal in the United States and England. They have never occurred at our auctions, and under no circumstance will they ever be permitted.
- 16. Check Out:** In order for items to be removed during the auction the buyer must obtain a copy of their invoice from the clerk and present it at the door. No items will be permitted to leave the gallery without a printed invoice. Payment in full is due at the conclusion of the sale or upon leaving the auction. If a checkout area is set up, no items can be removed until full payment has been made.
- 17. Announcements:** All announcements from the auction block will take precedence over any printed matter with the exception of "condition," as previously outlined in paragraph 1. For additional information regarding these Terms and Conditions of Sale, or any other matter relevant to this auction, please contact us for specific information not included in the catalogue description: Farmer Auctions 1713 Midland Rd. Salem VA 24153 phone# (540) 384-0100 fax# (540) 387-2033 Telephone inquiries may be made between 9am and 5pm EST.
- 18. Sale Results:** Results will be available no earlier than 5pm on our first business day following the auction, or as soon as Farmer Auctions has audited and verified all sales. Please do not call prior to this time for results, as they will not be given out under any circumstances. Sale results will be posted on our website within two weeks after the sale. We thank you for your understanding in this matter. Farmer Auctions retains all rights to copyright and other intellectual property contained in this catalogue.
- 19. Firearms:** Know your State/Federal firearms laws BEFORE bidding. We are a licensed FFL Dealer. All federal and state firearm laws govern every aspect of this auction and any infraction of the law will immediately be reported to local law enforcement and the ATF. You must be 18 to purchase rifles or shotguns and 21 to purchase a handgun. There is no inspection period for your purchase, ALL GUN SALES ARE FINAL. You are responsible for knowing if your state bans a certain type of firearm/ammo/accessory from being shipped to you. All Virginia residents purchasing modern firearms produced after January 1st, 1899 must complete a Virginia State Police background check in our Salem, VA gallery. There is a \$2 processing fee per background check. The only exception is a licensed Federal Firearms Dealer or Curio & Relic Collector License holder. Assault Rifles and accessories require additional identification per Virginia State Police requirements. All out of state firearm buyers are responsible for shipping costs and obtaining approval from a licensed FFL dealer to accept your purchase. A current signed copy of the receiving FFL license is required to be sent to our office in order to allow the firearm to be shipped. Please fax to 540-387-2033 or email info@farmer-auctions.com. Do not purchase firearms for someone else. Only the registered bidder is able to pay and pickup firearms from the gallery.
- 20.** Farmer Auctions is owned by Hines Services LLC. VAAF#1007.