

TERMS OF AUCTION

City of Miami
 Solid Waste Department
 1290 N.W. 20th Street
 Miami, Florida 33142

Saturday
 February 8, 2020
 10:00 A.M.

Surplus Vehicles, Trucks, Computers and Equipment

1. **REGISTRATION:** To be eligible to bid on any item in this Auction, you first must register and receive an assigned number. To qualify for registration, you must provide a \$100.00 refundable cash deposit and have a valid driver's license providing full name and current address. **When bidding on any item in this Auction, you must show your assigned Bidder Card to the Auctioneer. Once you turn in your Bidder's Card, you WILL NOT be able to participate in the Auction.**
2. **MERCHANDISE:** All merchandise to be sold to the highest bidder(s) for cash at the fall of the hammer. All such sales are final! **Each lot will be sold in "AS IS" condition with all faults and defects, with no representations or warranties, express or implied. Fisher Auction Company and its representatives, attorneys, agents and sub-agents, make no representations, guarantees or warranties as to the condition of all inventory and has no liability whatsoever for any oral or written representations regarding the inventory.** Inspection as to condition of all merchandise sold is to be the sole responsibility of the buyer. FISHER AUCTION COMPANY, nor the Seller, will not be responsible for the correct description, mileage, genuineness, authenticity, or defect in any lot, and makes no warranty in connection therewith. No sale will be set aside or allowance made on account of any imperfection not noted, and there will be no deductions for damaged articles.
3. **EXCLUSION OR MODIFICATION OF WARRANTIES:** The parties unconditionally agree: (a) Bidder acknowledges that all lots were available for inspection prior to the auction and, by these terms, auctioneer strongly encouraged bidder to carefully inspect each lot in which bidder had any interest to determine the lot's nature, quality, condition, quantity, and size. (b) Bidder relied solely on personal inspection and not on information listed in the catalog, or otherwise provided by Auctioneer, its staff, or seller. (c) If bidder failed to inspect any lot, this failure to inspect, or otherwise be fully informed as to the lot's nature, quality, condition, quantity and size will not constitute ground for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale. (d) Auctioneer may have made oral statements about the merchandise in a lot that was purchased by bidder and which is the subject of a contract for sale with the seller. (e) Such statements do **NOT** constitute warranties of any kind by the seller, shall **NOT** be relied upon by bidder, and are **NOT** part of the contract for sale. (f) The entire contract for sale is embodied in these written terms. (g) These written terms constitute the final expression of the parties' agreement and a complete and exclusive statement of the terms of the contract for sale. (h) The **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED** from this contract for sale and transaction and shall **NOT** apply to the merchandise that is the subject of this sale.
4. **BUYER'S PREMIUM:** There will be a 7% Buyer's Premium added to the final bid/ knockdown price.

EXAMPLE

Bid/Knockdown Price	+	Buyer's Premium	=	Total Price
\$100.00	+	\$7.00	=	\$107.00
\$1,000.00	+	\$70.00	=	\$1,070.00

4. **TAXES:** Sales tax (7%) will be charged in accordance with state laws. Dealers must provide current Certificate of Resale and Dealer in Motor Vehicle License.
5. **DEPOSITS:** A twenty-five percent (25%) deposit must be paid on all vehicles purchased if one must leave the Auction. **Deposit minimums are established at the Auctioneer's discretion. If the Auctioneer deems necessary, deposits may be called for at any time any item is sold.** All deposits to be made in cash or cashier's check made payable to **FISHER AUCTION COMPANY**.
6. **SETTLEMENT:** All vehicles / personal property must be paid for in full by 2:00 PM Auction day. All payments to be made in cash or by cashier's check made payable to **FISHER AUCTION COMPANY. ALL ITEMS MUST BE REMOVED BY 4 PM ON SATURDAY, FEBRUARY 8, 2020.**
7. **TITLES:** Upon final payment and with paid receipt, vehicle titles will be made available to the name in which the Bidder has provided at registration. There will be no exceptions or changing of invoices. **Non-Dealers will be required to register the vehicles they purchased today and pay applicable fees of State Fee \$73.50, County Fee \$4.75 and Agency Fee \$18.00 totaling \$96.25.**
8. **INTERNAL REVENUE SERVICE:** Any individual who makes a payment in cash in an amount of \$10,000.00 or more will be required to provide information requested and sign IRS Form 8300.
9. **REMOVAL / INJURY / DAMAGE:** No Auction lots can be removed until paid in full and the Auction has concluded. Purchases cannot be removed without paid receipts. Buyer acknowledges responsibility for any personal injury or property damage caused by Attendee or his/her employees or agents, and further agrees to release, waive, discharge, indemnify and hold harmless the Seller and Fisher Auction Company, and their officers, employees and agents, and successors and assigns, from any and all damages, claims and liabilities from injuries to persons or property of any type whatsoever resulting from the attendance and/or post Auction removal of items for this Auction. Vehicles must be removed from premises by no later than 4:00 PM, Saturday, February 8, 2020. Cost to remove vehicles is the sole responsibility of the buyer. Removal must be completed without damage to the building / property. Failure to remove vehicles / equipment within the time specified will result in a forfeiture of all deposits. Such forfeiture(s) shall constitute a breach of contract, and all buyers shall remain liable and at risk for any loss, expense, and damages arising from said default(s) if it necessitates reselling the vehicles to another buyer(s).
10. **COMPLIANCE:** All persons acknowledge the preliminary reading of these terms and conditions precedent to the commencement of this Auction and agree to comply with same. No employee of FISHER AUCTION COMPANY is authorized to alter these terms and conditions.
11. **ANNOUNCEMENTS:** All announcements made Auction Day take precedence over any previous material or statements written or oral. All information was derived from sources believed to be correct but not guaranteed.
12. **EXCEPTIONS:** There shall be no exceptions to any part of this agreement.

Bidder No.: _____

Signature: _____

Date: 2/8/20