



# Terms & Conditions - Ocean City Brewery

## Sale: February 19, 2019

The Auctioneer may sell individual lots separately and reserve the bids. Then the auctioneer will offer all of the lots for sale as an entirety. Highest cumulative total will be accepted.

1. Condition: Any comments as to the condition of the assets are illustrative or obvious and are not exclusive of any other condition, problems or defects.
2. Quantities: All counts are approximations based on actual counts except where noted.
3. Warranty: All items sold "As-is, Where-is". The information contained herein has been obtained from sources believed to be reasonably reliable. The auctioneer believes that each item has been carefully and accurately described, however, the auctioneer and owner make no warranties (either express or implied) or guaranties as to the accuracy of the information in this offering, or to the merchantability, correctness, description, fitness or condition of the items.
4. All bidders must be registered.
5. **Payment in full day of sale.** Cash, certified or cashiers checks are acceptable. Personal/business checks will be accepted with bank letter of guarantee signed by an officer of the bank with the following language included: Bank letter of guaranty: Bank guarantees payment to Atlantic Auctions, Inc. of checks drawn on Account # \_\_\_\_\_ up to the amount \$ \_\_\_\_\_ for purchases made at the Atlantic Auctions sale of February 19, 2019, by \_\_\_\_\_. Payment by credit card (VISA, Mastercard, and Discover) is also accepted.
6. Bidders are responsible for payment, in full, of purchases made.
7. The catalog is subject to additions and/or deletions up to, including and through sale time. Auctioneer and owner reserve the right to group, reduce, add, or delete lots.
8. Immediate removal following completion of sale or according to terms announced at sale time, and when settlement has been made in full. The Buyer assumes full financial responsibility for any damage or liability to people or property resulting from any negligent act or omission of the Buyer or any of the Buyer's employees, agents and/or representatives during removal. The Buyer understands that transportation, management, processing, sale, and disposal of the material and/or property sold under this Auction may be subject to federal, state, and local laws, including but not limited to the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Atomic Energy Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; and the Emergency Planning and Community Right-to-Know Act. The Purchaser further understands that the Purchaser is solely responsible for identifying and complying with all applicable legal requirements and that neither the auctioneer, Trustee, nor their agents, or representatives shall be responsible for the storage, removal or transport of said items.
9. Any items not removed by Friday, Feb. 22nd (see below schedule) will need to have special appointment/time arranged.
10. State sales tax (6%) will be charged on all untitled items unless a valid Maryland Sales Tax Exemption certificate is presented.
11. Children under 12 are not allowed on the premises. (This is for their safety).
12. Buyers are responsible to make all arrangements for the security and removal of purchases from the auction site. Buyers must be prepared to provide their own moving equipment. Atlantic reserves the right to require insurance certificate for removal of large items.
13. 3% Buyer's Premium on all purchases, there is a 3% cash discount if paying with cash or certified funds making the Buyer's Premium 0%.
14. Purchaser has examined the sale items and the sale items' locations and has performed such tests as he/she deems necessary and appropriate.
15. Sale items and title to the sale items are transferred to the purchaser without recourse or regress to the owner or the auctioneer.
16. By registering at this auction you agree to abide by these terms as well as any others announced by the auctioneers.
17. Unless otherwise tagged, any bedding or upholstered furniture offered for sale has not been disinfected.
18. You must be 18 years or older to bid.
19. The Buyer acknowledges that the auction site and/or purchased merchandise may contain environmental hazards, or other type of hazardous materials and that as an express condition of his/her participation in said auction, hereby release, discharge, indemnify and hold harmless the auctioneer, landlord and its client from any and all damages, claims or liabilities from any injuries caused to persons on property during the sale, during the removal or transport of the items purchased, or incident to the purchase of said items.

### REMOVAL INFORMATION:

**REMOVAL DAY OF SALE (2/19) AFTER SALE IS COMPLETED & PAYMENT HAS BEEN MADE UNTIL 6:00 PM; WEDNESDAY THRU THURSDAY, 2/20 & 2/21, FROM 7:30 AM TO 5:00 PM; FRIDAY, 2/22 FROM 7:30 TO 12:00 NOON. APPOINTMENT WILL BE NEEDED FOR ANY REMAINING ITEMS.**