

Terms of Auction

Florida Department of Financial Services
Division of Unclaimed Property
200 East Gaines Street
Tallahassee, Florida 32399-0358

Friday, Aug 25th and Saturday, Aug 26th, 2017
The Florida Hotel and Conference Center
1500 Sand Lake Road.
Orlando, Florida 32809

UNCLAIMED SAFE DEPOSIT BOX CONTENTS

1. REGISTRATION/PREVIEW: To enter the inspection/preview, as well as bid on any item, potential bidders will be required to register with the Auctioneer. Registration requires a **refundable \$100.00 cash deposit** and valid driver's license providing full name and current address. Most bank debit cards are also permitted for payment of the \$100.00 registration deposit. NOTE: Bidders using a bank debit card for the registration deposit will be subject to a \$5.00 processing fee for the payment and the refund of the deposit. When bidding on any item in this Auction, bidders must show their assigned Bidder Card to the Auctioneer. Once a Bidder's Card is turned in, that Bidder WILL NOT be allowed to participate further in the Auction.

THE FOLLOWING ITEMS, INCLUDING, BUT NOT LIMITED TO, STROLLERS, CARTS, STOOLS, CHAIRS, HANDBAGS, OPAQUE DRINK CONTAINERS, BRIEF CASES, ZIPPERED CASES/FOLDERS OR OTHER BAGS OF ANY TYPE, WILL NOT BE ALLOWED IN THE PREVIEW AREA.

PLEASE NOTE THIS IS A PUBLIC EVENT, SPONSORED BY THE STATE OF FLORIDA. MEDIA, INCLUDING PHOTO-JOURNALISTS, MAY BE PRESENT.

2. MERCHANDISE: All merchandise will be sold subject to the reserve amount, for cash, at the fall of the hammer. All sales are final. Each lot will be sold in "AS IS" condition. Inspection as to condition of merchandise sold is the sole responsibility of the buyer. FISHER AUCTION COMPANY, nor the Department of Financial Services ("Department") are responsible for the correct description, genuineness, authenticity, or defect in any lot, and make 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. *The catalog is subject to error, omissions, deletions, and changes.*

3. BUYER'S PREMIUM: A ten percent (10%) Buyer's Premium will be added to the final bid knockdown price.

EXAMPLE :

Bid/Knockdown Price + Buyer's Premium = Total Price

\$100.00 + \$10.00 = \$110.00

\$1,000.00 + \$100.00 = \$1,100.00

4. TAXES: There will be no sales tax charged.

5. DEPOSITS: If the Auctioneer deems necessary, a deposit may be called for at the time any item is sold. All deposits must be paid in cash, traveler's check, cashier's check, made payable to FISHER AUCTION COMPANY or by bank debit card. Credit cards will **not** be accepted.

6. SETTLEMENT: Final payment(s) must be made in full on auction day and prior to removal of merchandise. All payments must be made in cash, traveler's checks, most bank debit cards or cashier's check made payable to "FISHER AUCTION COMPANY" Credit cards will **not** be accepted. **If you plan to use a Debit Card, please check with your bank regarding your daily withdrawal limit. Most banks put daily limits on debit purchases.**

7. BILL OF SALE: Upon final payment, a Bill of Sale will be provided for all items purchased.

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: Purchases cannot be removed without paid receipts. Merchandise must be removed from premises no later than **Saturday, August 26, 2017**. Failure to remove merchandise within time specified will result in a forfeiture of all deposits. Such forfeiture(s) shall constitute a breach of contract, and all purchasers shall remain liable and at risk for any loss, expense and damages arising from said defaults if it necessitates reselling the merchandise to another purchaser(s). Buyer acknowledges responsibility for any personal injury caused by Buyer or his/her employees or agents, and further agrees to release, waive, discharge, indemnify and hold harmless the Department 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.

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. The Department reserves the right to withdraw any item from the Auction prior to and / or during the sale. In case of a disputed bid, the decision of the Auctioneer shall be final. The Department reserves the right to accept or reject any bid less than the reserve amount.

12. EXCEPTIONS: There shall be no exceptions to any part of this agreement.

Sale Under Management Of:

Fisher Auction Company □ 2112 East Atlantic Blvd., Pompano Beach, Florida 33062
(954) 942-0917 □ (800) 331-6620 □ info@fisherauction.com □ www.fisherauction.com □ License Numbers AB106 and AU93