

Buyer Agreement-Terms For Auction/Purchase

Note: All information was gathered from sources deemed to be reliable and is believed to be correct, however, this information is not guaranteed by the Seller, Bryant Auction or their agents and/or clients. All bidders are urged to conduct their own due diligence and verify all information as to improvements, sizes, condition, etc. Bryant Auction Company is an agent for the seller in this transaction. All announcements day of sale take precedence over all previous advertisement. Any manufacture warranties are responsibility of the Buyer to procure. Do not operate any vehicle, equipment, or merchandise until you have had item check by a qualified mechanic and or service technician to insure mechanical safety and operation. This is the Buyers responsibility! Bryant Auction and its agents, staff and clients are not responsible for any accidents, Buyer assumes all risks, and agrees to hold Bryant Auction, LLC and its staff harmless. Please be careful.

By attending the auction you agree to hold all parties staging the auction harmless to all claims. Bryant Auction Services, LLC, reserves the right to reject any bid, and decide bidding increments regardless of qualification to buy. Items purchased are not to be removed from auction site until paid for. All purchases are your responsibility. Full payment for all purchases must be made same day as auction. No arrangements or time is allowed for payment. If you cannot afford the purchase do not bid! All bids are considered legal obligations to pay. If you cannot find your purchases or have changed your mind for any reason you are still required to pay for all items purchased before sale ends.

Weapons, guns, vehicles, boats, equipment, etc. can be dangerous. Buyers agree to understand nomenclature of items sold, take a training course into property use, storage, safety, operation, and handling. Buyer agrees to hold Bryant Auction Services, LLC. harmless of all claims and to pay for all cost for Bryant Auction Services, LLC to defend itself. All items sold as is. Gun sales require a Federal Background check (NICS). If you cannot pass a background check, DO NOT BID!

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Auctioneer and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyers, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction item/lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.

Auctioneer is providing services as an independent contractor for the Owner/Seller only and is not responsible for statements made by other parties. This User Agreement constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer's sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the auction Site. Auctioneer reserves the right to terminate Bidder's registration and use of the auction Site, and impose limits on certain features of the auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.

I hereby waive all claims to future litigation against Bryant Auction Services, LLC. regarding my visit to these premises on any and all auction preview days, any and all auction sale days and any and all days requiring removal of purchased merchandise from these premises for the following: 1) Accident or injury to me or damage to my property resulting from acts other than those caused by the negligence of Bryant Auction Services, LLC. & 2) Claims for loss or damage to any personal property or equipment that the Buyer may bring on to the premises. It is further understood and agreed that myself the Buyer, nor any person(s) accompanying me, will attempt to operate or activate any machinery or equipment without direct permission from a representative of Bryant Auction Services, LLC. It is furthermore understood and agreed that, if permission for operation or activation is granted, Buyer will assume all liability for damage and costs of repair if the buyer personally, or Buyers representative(s) causes damage to the machinery, equipment, or the premises during inspection or removal. An auction site is a potentially dangerous place. Flammable, noxious, corrosive, pressurized and otherwise hazardous substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters such site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Bidders shall so advise their heirs, agents and employees. No person shall have any claim against Auctioneer, the seller or their respective agents or employees for any injuries sustained or for damages to or loss of property that may occur at such site. Buyer agrees to hold Bryant Auction Services, LLC. and / or Seller harmless of all claims, Bryant Auction Services, LLC shall not be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any bidder, person or entity in connection with the auction. Without limiting the foregoing, in no event shall Auctioneer's liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder, person or entity has actually paid to Auctioneer as a deposit or as payment for a purchased item. Bryant Auction, LLC or its staff members are not experts in appraisal value of any items for sale. All statements of value are personal opinions only. **The property will be sold "as is" and "where is" with all faults and defects.** All items must be paid for before leave auction sale day, any items not settled for sale day constitute theft. All items must be removed safely and according to uniform national electrical, plumbing and building codes.

There is a 5% buyer's premium on any single item purchase over \$1,000. Combined purchases over \$1,000 DO NOT have a buyer's premium

We add 3% as a convenience fee to the total purchase when using credit cards

MUST HAVE SCANABLE GOVERNMENT ISSUED ID. WE PROVIDE VIDEO SURVEILLANCE