

## **TERMS FOR BIDDING - PERSONAL PROPERTY**

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions and the auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. The personal property (the "Property") is offered at public auction with no express or implied warranties or representations from the seller or sellers of the Property (the "Seller") or McCurdy Auction, LLC ("McCurdy"). The Property is offered "as is, where is" and all warranties, including merchantability and fitness for a particular purpose, are disclaimed and waived by Bidder. Bidder acknowledges that Bidder has been encouraged to thoroughly inspect the Property prior to bidding, has been provided an opportunity to inspect the Property, and has either performed all desired inspections or accepts the risk of not having done so. In bidding on the Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided, including oral statements, or to be provided by Seller or McCurdy. Bidder's failure to inspect an item cannot constitute grounds for any adjustment, trade, refund, or termination of Bidder's obligation to purchase that item. All items that could contain lead based paint, including toys, are offered as collectibles or antiques
3. Bidder is responsible for all purchases charged to their bidder number. The auctioneer must see the bidder number at the time of each purchase.
4. All items purchased by Bidder must be paid for, in full, prior to Bidder leaving the premises. Unless, announced otherwise, McCurdy accepts cash, credit cards, and checks, subject to McCurdy's check acceptance policy. There is a \$30.00 service charge for any returned check.
5. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions.
6. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties.
7. There will be a 10% buyer's premium added to the final bid for all items offered. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the item.
8. Upon placing a winning bid for an item, Bidder immediately becomes solely responsible for such item. Bidder is advised to guard or label purchased items.
9. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted. A winning bid on an item constitutes an enforceable contract for the sale of that item between Bidder and Seller.
10. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction for promotional or other commercial purposes.
11. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
12. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
13. McCurdy employees reserve the right to bid on the Property, subject to these Terms and Condition.

14. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
15. The Property is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
16. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
17. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
18. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
19. The entire contract for sale is embodied in these Terms and Conditions.