

**Sale Name:** Byard Farms

**LOT 0e - Personal Property Information**



**Description**

**TERMS AND CONDITIONS**

**Dr. Mark A. Byard**

**Dothan, Houston County, AL**

**Saturday, May 8, 2021**

**CONDITIONS OF SALE:** Dempsey Auction Company (Auctioneer) has entered a contract with Dr, Mark A. Byard, (Seller), TO OFFER AT AUCTION, certain parcels of Personal Property as described by the attached list.

All personal property is selling *"AS IS, WHERE IS"* free and clear from all liens and judgments. It is offered for sale and sold *"AS IS and WITH ALL FAULTS, IF ANY"* without representation or warranty of any kind as to their condition. No warranties, either statutory or otherwise, expressed or implied, including those as to the fitness for a particular use, purpose or merchantability, concerning the property are given by the Auctioneer or Seller. Neither the Auction Company nor the Auctioneer makes any representation concerning the property whatsoever. All bidders acknowledge and agree by their participation in the Auction, that he/she has inspected the Property, has had the opportunity to inspect the Property and has declined, or has not inspected the Property at all, and in any event, is not relying on any warranty or representation of the Seller, Auctioneer or any agent thereof. No claim will be considered for allowance, adjustment or rescission of any sale based upon the failure of the property to correspond to any particular standard of expectation.

We require all bidders register and obtain a bid number in order to participate in the bidding process. As far as possible, the auction will proceed in numerical sequence; however, it shall be at the Auctioneer's option to consolidate or break down lots or quantities offered and sell lots out of scheduled numerical sequence.

All decisions of the Auctioneer will be final, including the increments of bidding, disputes among bidders, or any other issues that might arise before, during or after the auction. In the event of a tie bid, the Auctioneer shall have the right to reopen the bidding to determine the highest bidder between the tie bidders only.

The Seller has the right, at their sole discretion; to add or withdraw all or any portion of the property before the auction on Saturday, May 8<sup>th</sup> @ 10:00am.

While quantities and descriptions are believed to be correct, neither the Auctioneer nor the Sellers make any guarantees and will not be held responsible for listings, or advertisement inaccuracies or discrepancies. Please inspect the merchandise, as no adjustment will be made for error in description or quantity estimate. **Be sure you bid on the lots you wish to buy. We cannot correct any errors on your part.**

Upon the award of bid, title and all risk of loss, damage to or destruction of the purchased item, passes to the Purchaser, and the Auctioneer or Seller shall have no liability whatsoever for any damages to or destruction of any such lots. Dempsey Auction Company is not responsible for equipment left on premises upon completion of the auction. Buyers are advised to remove their purchases as soon as possible or obtain insurance for potential loss.

Absolutely **NO** purchases may be removed until the conclusion of the sale.

Checkout times will be from the conclusion of the sale until 5:00pm.

Dempsey will not assist in loading/removing of any items. Buyer is responsible to removing and loading of all items they purchase. Buyer expressly relieves Dempsey Auction Company, its agents, and the seller from any liability while on the sale site during preview and loadout. Buyer understands that this is an industrial site and there are dangers such as equipment, sharp metal, tools, and other dangers and are coming on site at their own risk. Any person attending with the buyer will be bound by this release and hold harmless and will be considered an agent of the buyer.

It shall be the prerogative of the Auctioneer, at his discretion, to have the right to call upon any bidder at any time during the auction sale to pay 25% bid deposit of his purchases during the auction sale.

The decision of the Auctioneer shall be final in all matters pertaining to property removal and/or extent of contents of lots sold, etc.

**PAYMENT:** All purchases must be paid for in full at sales conclusion on sale day. Purchases must be paid for in cash; cashier's check/certified check; credit/debit card (3.5% fee) personal or company check accompanied by irrevocable bank letter guaranteeing payment, **to Dempsey Auction Company**, from your bank, for this particular sale. **NO letters of credit issued for other sales will be honored.**

There will be a 10% BUYERS PREMIUM charged on all confirmed sales. Sales price consists of bid price plus BUYERS PREMIUM.

Sales tax must be paid on all purchases unless purchaser has a gate card, or valid sales tax exemption certificate and executes a sales tax exemption form. If purchaser does not know his tax number and present his certificate, sales tax will be paid.

**BUYER'S NOTE:** Dempsey Auction Company and the Seller reserve the right to amend any terms of conditions of the auction by announcing such amendments prior to or during the auction. All information published, announced or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the Seller or the Auctioneer. Neither the Auctioneer nor the Seller makes any warranty or guarantee as to the correctness and completeness of any information. Personal on-site inspection of the property is recommended. The failure of any bidder to inspect, or to be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest money after its opening tender. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced and/or distributed information.

**Quantity: 1**



<https://bids.dempseyauction.com/>