



AUCTION TERMS & CONDITIONS

Sells Saturday, March 13, 2021 @ 11:00 am ET

Inspection 9:00 am to 11:00 am ET

Carnival & Party Rental Company -Frankie's Carnival Time, Inc.-

2964 Lafayette Avenue, Bronx, New York 10465

Masks Required for Entry - Social Distancing Strictly Enforced

1. Thank You For Participating In This On Site & Live Webcast Auction.
2. In order to participate in this auction, all onsite bidders must register in person and obtain a bidding paddle. Additional auction terms & conditions are contained on the reverse side of the bidding paddle – be sure to read all terms & conditions prior to bidding. All online bidders must first register @ www.bidspotter.com and be approved to bid.
3. All items are offered “As-Is” and “Where-Is” with all faults. The auction company makes no guarantee or warranty express or implied as to the quality, condition, performance, description, hours, or nomenclature of any item being sold, so buyer beware. All sales are final with no recourse through the auction company subsequent to the sale. It is for these reasons all bidders are encouraged to take the opportunity for inspection prior to bidding.
4. At the knockdown of the bid, all onsite bidders must immediately tender a twenty five percent (25%) cash deposit, or \$100, whichever is greater.
5. No credit cards, personal or third-party checks will be accepted on site. Only cash, cashier's checks, wire transfer & pre-approved business checks will be accepted and all checks must be made payable to “Caspert Management Co., Inc.” On-Line bidders may pay with the credit card registered through Bidspotter. A three (3%) percent convenience fee applies to all credit card charges.
6. All Open Invoices must be paid in full no later than TBA. Please, no exceptions.
7. **To prevent error in delivery, nothing may be removed during the auction. Removal will be by appointment only to adhere to social distancing requirements. Please call the auction company to reserve a specific date & time.**
8. All successful bidders and/or their agents must sign a Waiver & Release prior to any removal which must be done in a commercially reasonable workmanlike manner.
9. **All items must be removed by the successful bidder at their own cost and expense no later than Friday, March 19 by 3:00 pm.** (There is no material handling equipment, tools or labor available at the auction site - all successful bidders must supply their own.) After the above referenced time frame, the auction company will no longer be responsible. Please be forewarned that in the case of a default, the auction company reserves the right to resell any and all unclaimed items and the defaulting bidder will not only forfeit his deposit but bear the responsibility of any

shortfall in case of resale, and also all costs and expenses associated with the default as well as all auctioneer's fees and commissions.

10. A fifteen percent (15%) buyer's premium is in effect for all onsite bidders and an eighteen percent (18%) buyer's premium is in effect for all online bidders.

11. Federal, State and local taxes, if applicable, will be the responsibility of the purchaser and collected by the auction company at time of payment. Any purchaser who claims a tax exemption status must provide acceptable proof.

12. The auctioneer is the final judge in case of a dispute. Any announcement made by the auctioneer at the time of the auction will take precedence over any previously printed materials, including the ability to reject any and all unreasonable bids, entertain a bulk bid, mini bulk bid, and or alter bidding increments at any time.

13. All bidders must be at least 21 years of age. The auctioneer reserves the right to deny admission to the auction to any person the auctioneer deems to be abusive, disorderly, intoxicated or non-compliant with the terms and conditions for the auction, or a potential threat to be such. The auctioneer also reserves the right to deny registration to any online bidder who does not qualify to bid.

14. Any instance of theft or vandalism will be prosecuted to the full extent of the law. Video cameras are present at this auction site.

15. This catalog is meant merely as a guide. The auction company does not warrant the accuracy, genuineness, or authenticity of any of the items specified herein and, in addition, reserves the right to add, alter, or remove any item(s) to or from the auction at any time.

*Please Note: The Auction Company does not pack, ship, store crate or rig items. Buyers may either pick up their items at the designated auction site personally or can arrange for a third-party logistics firm to manage the removal process for them. If someone other than the registered buyer at the sale is designated to pick up those purchased assets, the buyer must contract with an independent logistics firm or other representative who will dismantle, crate, pack, load and/or ship your purchased items; coordinate the removal of those purchased items to meet the time deadlines indicated of this auction and authorize the auction company to release items to a third-party contractor for shipping, crating or packing purposes. Since the auction company does not ship the items, we do not obtain/prepare any export licenses/documents. Further, the auction company is not affiliated with any machinery rigging, transport or export company. We provide the names and contact information of available companies solely as a courtesy to our buyers. The auction company does not endorse or guarantee the services of any machinery rigging, transport or export company, and cannot be held responsible for any damage, omission or other problems incurred as a result of the actions of those companies.