READ ALL TERMS BEFORE BIDDING

Auction Terms and Conditions

Bidder ('buyer') and auctioneer ('Atkinson Realty and Auction, Inc' d/b/a 'Atkinson Online' and 'Atkinson Auctioneers' and its associates) agree that the terms listed herein shall govern the online auction sale, live auction sale, and any other transaction between the bidder and auctioneer. All sales are final. If you cannot comply with all the terms and conditions of this auction do not bid. Auctions are as-is, where-is and as such there will be no refunds or returns of any kind. Announcements by the auctioneer, and auction specific terms and description are of a higher priority if they conflict with the terms of this agreement. Terms are subject to change. Review terms prior to placing any bid.

1. **Auction Premiums, Fees, and Taxes Summary**

Premium/Fee/Tax Name	Description	**Amount/Rate**
Buyer's Premium	Premium applied to winning bid for all payment methods except wire transfer.	**18%**
Buyer's Premium Wire Transfer	Premium applied to winning bid if using wire transfer for payment method.	**14%**
Domestic Wire Transfer Fee	Wire transfer fee for wires originating in the U.S.	**$25.00**
International Wire Transfer Fee	Wire transfer fee for wires originating outside the U.S.	**$35.00**
Failure-to-pay/Default Payment Fee	If a winning bidder does not pay for the item they won, a failure-to-pay fee will be charged. Any bid submitted is an agreement to pay for	**$255.00**

	that item at the amount bid.	
Storage Fee Per Day	Items not removed from the auction site within 3 days, or other time-period agreed upon by the auctioneer, will be subject to a storage fee charged per day.	**$25.00 per day**
FDLE/NICS Background Check - Form 4473	Applied for each background check run for firearm transactions.	**$15.00**
Dealer Service Fee - Retail	Applies to Retail Motor Vehicle Buyers. Pursuant to Florida Statute 501.976(18), this charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.	**$150.00 per item**
Dealer Service Fee Vessel Sale	Applies to Sale of Vessels and Vessel Trailer. Pursuant to Florida Statute 501.976(18), this charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.	**$250.00 per item**
Dealer Service Fee -	Applies to motor	**$150.00 per item**

Dealer Vehicle Sale	vehicles sales to a buyer that is a licensed motor vehicle dealer. Pursuant to Florida Statute 501.976(18), this charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.	
State-Mandated Title and Registration Fees/Tax	Registration and titling costs are determined by the specific details of each transaction. Refer to FLHSMV for fee details.	**Variable**
Sale Tax and Surtax	Rates vary based on item location, class of item being sold, and exemption statues of buyer. Refer to FDOR for more information.	**Variable**

2. **Buyer's Premium**

a. Final invoice price will be highest winning bid plus **18% buyer's premium** and applicable taxes and fees. For pre-approved payments with a bank wire transfer the buyer's premium will be **14% buyer's premium** plus a wire transfer fee of **$25.00** or **$35.00**.

b. Buyer must notify the auctioneer prior to the end of bidding if you are going to pay with wire transfer, otherwise the invoice will be calculated at the normal premium.

c. Buyer's premiums are a taxable fee which will be calculated at the tax rate of the location in which the sold item physically resides at time of sale.

3. **Title Transfers**

a. Vehicle title, trailer title, or other transferable document transfer fee and administration fees for a private/retail sale will be **$150.00** for each document. For a licensed auto dealer, the title, registration, or other transferable document transfer fee will be **$150.00** for each document.
b. Vessel title transfer fee will be **$250.00** for each vessel title.
c. Licensed auto dealers must scan and upload their license to their bidder profile prior to the end of bidding. In the bidder profile, under the tab labeled 'Tax Exemption,' select the box labeled 'add' for the form to upload your license. Put the dealer license number in the box labeled 'Tax Exemption Number.' A photocopy or scan of the physical license must be added for the license to be accepted by the auctioneer.
d. For questions regarding title transfers please contact the auctioneer at (813)-736-9513 or info@atkinsononline.com

4. **Wire Transfer**

a. Domestic wire transfers incur a fee of **$25.00** per wire transaction.
b. Foreign wire transfers incur a fee of **$35.00** per wire transaction.
c. The receiving wire transfer information of the auctioneer will be posted on the invoice sent to the buyer after the end of the auction.
d. If the buyer intends to pay by wire transfer, the buyer must notify the auctioneer prior to the end of bidding to avoid the due invoice being collected from the card on file.

5. **Sales Tax and Local Surtax**

a. The state sales tax and local surtax will be determined by the physical location of the item at time of sale. Please check with the state and municipality in the location of the sale for current tax rates.
b. Buyers exempt from sales tax must scan and upload to their exemption to their bidder profile prior to the end of bidding. This is located under the tab 'Tax Exemptions' when viewing the bidder profile. A photocopy or scan of the physical exemption must be added for the license to be accepted by the auctioneer. Sales tax exemptions cannot be used for motor vehicles unless buyer is also a licensed auto dealer. Sales tax exemptions cannot be used for firearms unless the buyer is also a federal firearms licensee.
c. For questions regarding sales tax please contact the auctioneer at (813)-736-9513 or info@atkinsononline.com

6. **Bidding**

a. All bids placed are an unconditional and irrevocable agreement to purchase the item at that bid amount, plus applicable taxes, fees, and

premiums.

b. As a bidder, placing a bid is a binding contract between you and the seller, and the bid cannot be retracted. Once you place a bid, and you win, you will be obligated to purchase the product at the final bid price you indicated as your bid. Placing a bid on this auction site, winning, then not paying for the product is a breach of this agreement, illegal in most states, and legal action will be pursued.

c. Failure to pay a won bid in full is a breach of this agreement and will result in a **$255.00** default payment fee, permanent suspension of bidding privileges, and other remedies available to the auctioneer by law.

d. If the highest bidder defaults on their bid, the second highest bidder ('back-up bidder') may be given the opportunity to purchase the item at the back-up bidders highest bid. This clause is subject to the discretion of the auctioneer.

e. The auctioneer and seller reserve the right to reject the bid of any bidder at any time.

7. **Auction Procedure**

a. Bidder verification

i. The identity of all bidders will be verified. Bidding is privilege and if complete verification is not possible, Atkinson Realty and Auction will reject the registration, and bidding activity will be terminated.

ii. All registration information the bidder provides to auctioneer shall be current, complete, and accurate. Bidders must be 18 years of age or older. Bidder agrees to not use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted on and during the auction sale.

iii. A valid payment card must be on file in the bidder profile to participate in bidding.

b. Item end time, frequency and order can be found in the notes of the individual auction and are subject to change.

c. Unless otherwise indicated, items have a five minute bidding extension feature in place to prevent bid snipping. An item must go five consecutive minutes with no competing bids placed to end the bidding for that item. If a bid is placed within the five-minute window before the bidding end time, the timer will reset for an additional five minutes. This process will repeat until no competing bids are placed for five consecutive minutes.

d. The final highest bidder shall be designated at the end of each auction sale. If a dispute arises between two or more bidders, the auctioneer reserves the right to reopen bidding. The auctioneer's designation of the winning bidder shall be final.
e. Invoices will be calculated and charged to the payment method on file at the end of the auction, unless otherwise indicated. If the buyer intends to pay with wire transfer, the buyer must notify the auctioneer prior to the item end of bidding.

8. **Invoicing**

a. Invoicing will be sent by email to the bidder after the closure of auction.
b. Invoices are available in the bidder's profile once approved by the auctioneer.
c. All invoices undergo a manual review process and may not appear for several hours after the closure of the auction.
d. The invoice total is the total payment amount due by the buyer to the auctioneer.

9. **Payment**

a. Payment of invoice must be received by the auctioneer within 48 hours or 2 business days after the closure of the auction.
b. Payment will be collected by the card on file, unless otherwise specified.
c. If the buyer intends to pay by wire transfer, the buyer must notify the auctioneer prior to the end of bidding to avoid the invoice being collected from the card on file.
d. All payments are subject to the tax laws of the location where the item is located at time of sale.
e. Payments not received within 2 business days of the closure of the auction will be considered in default and a breach of this agreement, and bidder is subject to the terms of section '6) Bidding.'

10. **As-Is, Where-Is**

a. All items are sold as-is, where is with all faults and no warranties implied or guaranteed. Neither the auctioneer nor the seller or cosigner make any promises, guarantees, warranties, or conditions expressed or implied in respect to any item or auction.
b. Items in the auction are used and may contain defects that are not immediately detectable. Items are sold with all faults and defects of any nature.

c. All information for an item is believed to be correct and true to the auctioneer's best knowledge. Any reliance on the contents of an item's description shall be solely at the bidder's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The descriptions of the property in the auction advertising prior to this sale are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by seller or auctioneer shall be construed as a warranty either expressed or implied. The property is being sold 'as-is, where-is' with all faults without expressed or implied warranties of any kind. Please review all information supplied and seek appropriate assistance prior to bidding.

d. The item description is a guide only, containing reference information provided to the auctioneer by the seller. The item descriptions do not imply the condition of the item.

e. There will be no refunds or returns of any kind.

11. **Inspection**

a. Inspection of an auctions item by the bidder will be made available prior to the auction ending and is subject to the discretion of the auctioneer.

b. It is the responsibility of the bidder to inspect all items prior to placing a bid, as all items are sold 'as-is, where-is.'

c. The specific details of inspection will be in the description of each auction.

d. Inspection dates, times, and locations are subject to change.

e. Inspection may be by appointment only and will be listed as such in the auction's description.

f. The auctioneer makes no inspection, appraisal, or condition of any item.

12. **Item Pick-up/Load out**

a. All items must be removed from the auction site within 3 business days from the end of the auction unless otherwise indicated in the description of a specific auction.

b. No load-out assistance of any kind is provided. The buyer or agent of the buyer is solely responsible for loading, removing, or other transport of all purchased items from the auction site.

c. Items will not be released to buyer unless all due payments have been received by the auctioneer.

d. The buyer or agent of the buyer shall bring and show proof of purchase, a paid-in-full invoice, to the auction site for the release of their

items.

e. Items not removed from the auction site within 3 business days, or other timeframe agreed upon between the buyer and the auctioneer, or other timeframe posted in a specific auction description, may be subject to a storage fee.

i. Storage fees will be **$25.00** per item per day.

ii. Items will not be released to buyer until all fees have been paid in full.

13. **Firearms**

a. Atkinson Realty and Auction, Inc. is a type 01 federal firearms licensee.

b. Prohibited persons, as defined by 18 U.S.C. 922, shall not bid on any firearms. Bidders who are knowingly a prohibited person, and bid on firearms, will be permanently banned from our auction platform.

c. Firearms will only be sold to legal residents of the state of Florida.

d. All firearm sales are subject to a background check.

i. Background checks must be conducted in-person at the auctioneer's primary office, located at 6111 S. U.S. 41, Sun City, FL.

ii. FDLE/NICS Background checks are **$15.00** each. This rate is subject to change based on the final transaction cost required by the applicable government agency conducting the background check.

iii. Firearms will not be released to the buyer without a successful background check, regardless of payment status.

iv. If a background check is denied, the firearm cannot be released to the buyer. Appeal of a background check is the responsibility of the buyer and must be brought to the attention of FDLE or FBI NICS program. Any additional or repeat FDLE/NICS checks required for any reason will be **$15.00** each.

e. The auctioneer reserves the right to refuse a transfer if the auctioneer believes the purchase is fraudulent in anyway, including a straw purchase as defined by 18 U.S. Code 932.

f. The auctioneer reserves the right to refuse a transfer if the auctioneer believes the firearm will be used for any unlawful activity, regardless of the possession-ship status of the buyer, prohibited or not.

g. The auctioneer will not ship any items, including firearms. Firearms must be collected in-person, by the person named on the invoice and payment, at 6111 South U.S. 41, Sun City, FL

14. **Injury, Damage. And Indemnification**

a. Bidder acknowledges responsibility for any personal injury or property damage caused by the bidder or their agent, and further agrees to indemnify, defend and hold auctioneer and seller(s) harmless for any personal injury to himself or his agents, any property damage incurred on the sale premises, any and all claims, losses, damages, liabilities, judgments, fees and expenses related thereto, in connection with any claims arising out of, based upon, or resulting from any breach or violation by bidder of this contract or any use by bidder of the auction sale or as a result of a dispute with another bidder.

15. **Agency**

a. Auctioneer is acting as agent for the seller/cosigner/owner only and is not responsible for statements made by other parties.

16. **Misrepresentation**

a. You will be suspended or permanently banned from our site if you provide false information when registering, such as a false name or fraudulent contact information. You will be permanently banned from our site if you are the successful bidder and you do not honor your final auction bid.

17. **Hold Harmless**

a. We cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means, therefore we cannot guarantee continual, uninterrupted or error-free service as our bidding platform could be affected by factors outside of the auctioneer's control. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The auctioneer may void any sale, temporarily suspend bidding and re-sell any items that were affected by any malfunction. The decision of the auctioneer is final.

18. **Severance**

a. If any term or clause of this agreement is found unenforceable or invalid, such determination will not affect the validity and enforceability of the other terms in this agreement.

19. **Privacy**

a. All information collected from the bidder is strictly for purpose of conducting an auction.
b. Additional information may be needed for the sale of certain items, such as titled or registered items or firearms.
c. The auctioneer does not sell, rent, or otherwise disclose bidders' private information to any third parties unless otherwise required by law.

20. **Mailing List**

a. We use email to notify bidders of information regarding the auction.
b. To unsubscribe, change the preferences in the 'Communications' tab of the bidder profile.

Thank you for using our auction site,

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