

# Terms & Conditions of Sale Los Angeles County Public Administrator Live Auction & Simulcast Bidding - September 14, 2019

**General Auction Questions:** Email [service@cwsmarketing.com](mailto:service@cwsmarketing.com), or call 888-343-1313 x256

**Please Note:** All persons participating in this sale are responsible to read, understand, and comply with the terms of sale as specified herein and agree to be bound thereby.

**Eligibility of Bidders:** Bidders warrant that they are not an employee of the County of Los Angeles Treasurer and Tax Collector, The Public Administrator or CWS Marketing Group, or in any way disqualified to participate in today's auction per any written or oral terms and conditions or LA County policies

**Live Bidding:** Bidding on all lots in this auction will take place at the Los Angeles County Public Administrator warehouse, 16610 Chestnut Street, City of Industry, CA 91748

## **Registration:**

**In-Person Bidding:** Persons wishing to participate in the bidding process live in Los Angeles, CA are required to fill out and submit a registration form in person on the day of the auction. Pre-sale registration is not available. \$100 refundable cash deposit required for bidders card.

**Live Simulcast Bidding:** Registration for Simulcast Bidding ends Thursday, September 12, 2:00pm PT. \$500 refundable bid deposit is required for simulcast bidding.

Please check the "Simulcast Bidding" link on the auctions web page at [www.cwsmarketing.com](http://www.cwsmarketing.com) for details. Simulcast bidders must fill out and submit the online Simulcast Bidding Registration Form, along with a copy of a valid driver's license.

All bidders who participate in the live auction via simulcast bidding are responsible to read and comply with the Sale Terms and agree to be bound thereby. Neither Los Angeles County nor CWS accepts responsibility for loss of connectivity, technical difficulties or other circumstances beyond our control in regards to simulcast bidding.

## **Deposit:**

**In-Person Bidding:** \$100 refundable cash deposit is required to bid. Additional deposit will be required once total purchases reach \$10,000.

**Simulcast Bidding:** \$500 refundable credit card deposit is required to bid.

**Final Payment:** Final payment must be made by **2:00pm the day of the sale for all lots.** NO EXTENSIONS FOR FINAL PAYMENT.

**Removal:** Removal is on the day of the sale until 2:00pm, and Monday and Tuesday, September 16 & 17, 8am-12noon, BY APPOINTMENT ONLY. Property must be paid in full before removal. There is no partial release of any lots. A Paid Invoice is required for removal and will be provided

to the high bidder upon payment in full. Removal is at the expense, liability, and risk of the buyer.

Removal is in person only on the removal days and times above. CWS will not ship any lots. However, Buyer may have a shipping company or agent pick-up and ship items during the normal removal period, and according to the terms below. For information on removal contact CWS at 888- 343-1313 x256 or via email at [sfraley@cwsams.com](mailto:sfraley@cwsams.com)

- In Person Pick-Up
  - In Person pickup is available day of sale until 2:00pm or by appointment only and only on Monday, September 16 or Tuesday September 17 from 8:00am-12:00pm Pacific at 16610 Chestnut Street, City of Industry, CA 91748
- Shipping
  - CWS will not ship any items.
  - Buyer's may have an agent or shipping company, acting as the buyer's agent, pick up and ship property at the expense, risk and liability of the buyer during the removal dates and times. All arrangements for shipping are the responsibility of the buyer are strictly between the buyer and agent.
  - Should registered buyer wish to send an agent to pick up property/merchandise, buyer must provide agent with a Copy of the Paid Invoice, along with a Release Authorization signed by the buyer.
  - BUYER AND VENDOR MUST SIGN PROPERTY/MERCHANDISE RELEASE DOCUMENT AS PROOF OF DELIVERY TO BUYER. NO EXTENSIONS FOR PROPERTY/MERCHANDISE RELEASE. Removal must be completed on or before the dates above or buyer will default the terms of sale and property/merchandise will be resold by County of Los Angeles.

**Condition & Description:** All known information pertaining to the condition and description of the property has been posted on the website or catalog when available. Bidders may obtain additional information by attending the live preview the day of the sale, if available, and visually inspecting the property. The buyer understands and agrees; (1) that any description or sample of the property/merchandise given or furnished by CWS is derived from records and documents that may be unverified as to accuracy, is solely for identification, and DOES NOT CREATE ANY WARRANTY, expressed or implied, that the property/merchandise actually conforms to such description or sample; (2) all weights, measurements, and descriptions must be considered approximations and do not create any warranty; (3) that the property/merchandise is purchased and accepted by buyer "AS IS," and "WITH ALL FAULTS." CWS MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENTS, OR OTHER SPECIFICATIONS. Lot numbers are for administrative purposes only and do not describe the property/merchandise. Sale of property will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or failure to inspect property.

**Inspection:** Bidders are urged to inspect property/merchandise prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale. Property/merchandise is available for inspection only at places and times specified by CWS. CWS may, at its discretion, provide photographs, samples, or a video presentation during the sale as a courtesy to bidders. Bidders are warned against bidding on any lot(s) based solely on the sample displayed or on the basis of photographs.

CWS makes no warranty in relation to these samples or photographs.

**Title:** All property is offered on behalf of the Los Angeles County Public Administrator who has full authority to represent the estates represented and sell property.

**Payment Form:** Acceptable forms of payment are cash, credit card or cashier's checks, for final payment. We accept VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER. U.S. funds only. Cashier's Checks must be made payable to CWS Marketing Group, Inc. Personal or business checks, bank letters, debit cards or letters of credit are not accepted. ALL CREDIT CARD RECEIPTS MUST BE SIGNED BY THE ORIGINAL CARDHOLDER. Credit cards issued to a buyer's spouse will not be accepted for use by the buyer.

**Refunds:** CWS makes no refunds, adjustments, or returns. All purchases are final.

**State Sales Tax:** Buyers are responsible for all applicable sales tax. Sales tax is paid at the time of Final Payment. Buyers of coin lots with an invoice totaling \$1,500 or more are exempt from paying sales tax. Only buyers with valid CA resale licenses on file will be exempt from paying sales tax. For information on taxes check with the appropriate state franchise tax board.

**Buyers Premium:** A 15% Buyer's Premium will be added to the total of all purchases.

**Default:** Failure to make required payments or property/merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the property/merchandise. Said property/merchandise shall revert and repossess to the County of Los Angeles or the Auction Company without further notice to the buyer and will result in any monies paid being forfeited and the transaction shall be null and void as to buyer. By signing the bidder agreement, the bidder authorizes the auction company to charge the full amount of items bid on to any credit card on file. The buyer further acknowledges that they will not contest any such charges.

**Reserve:** CWS reserves the right to accept or reject any and all bids. Property/merchandise is offered subject to acceptance of the seller. ALL HIGH BIDS ARE CONTINGENT UPON LOS ANGELES COUNTY APPROVAL.

**Addition or Deletion from Sale:** CWS reserves the right to withdraw from sale any of the items listed, to sell at this auction items not listed, and to group or subdivide lots. CWS reserves the right to sell all of the items listed in bulk, whenever the best interests of the seller will be served.

**Disputes & Rebids:** The CWS Sale Manager's decision is final in settling disputes. A bidder's retraction does not revive any previous bid.

**Announcements:** Announcements made during the sale shall take precedence over previous information pertinent to that property/merchandise. Announcements do not alter in any way the basic terms and conditions of sale.