

Terms & Conditions of Sale

Los Angeles County Public Administrator

Online Auction

General Auction Questions: Email registration@cwsams.com, or call 855-463-3183 opt. 1

Technical Difficulties: Email service@cwsams.com or call 855-463-3183 opt. 1

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.

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

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

Inspection: When a live preview is available, **the bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Failure to inspect property shall not constitute cause for cancellation of sale or refund of purchased items.**

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 or videos. CWS makes no warranty in relation to the information provided.

Condition & Description: Bidders may obtain additional information by attending the live preview, if available, and visually inspecting the property. **Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the property.**

The buyer understands and agrees; (1) that any description or sample of the property/merchandise given or furnished by CWS 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; and (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 are not intended to describe the property/merchandise. Sale of property will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or inability or failure to inspect property. All sales are final.

CWS and the Seller do not warrant the condition, quality, or merchantability of the property or its fitness for any use or purpose. The condition of items offered varies from "NEW" to "SALVAGE", which final determination is to be made by the Purchaser prior to purchase. **The Purchaser understands and agrees that all property is purchased and accepted "AS IS, WHERE IS" and "WITH ALL FAULTS."**

CWS will make the final determination regarding all inquiries/disputes. The amount of any recovery is limited to and not to exceed, the purchase price of the property. The Purchaser is not entitled to any payment for loss of profit or any other money damages, including special, direct, indirect, incidental, or consequential. For Purchasers claiming recovery, no refund will be made unless the Purchaser: a) Submits a written notice to CWS within 30 calendar days of the date of removal that explains in what manner the property was inaccurately described. b) If the CWS determines there was a misrepresentation of any particular lot, then a partial or full refund of the money received will be returned, at the sole discretion of CWS. If a misrepresentation is determined before removal of the property, the property will remain with CWS and a full refund will be made. If a misdescription is determined after removal, CWS will refund the amount agreed upon if the Purchaser takes the property at his/her expense to a location specified by CWS. The Purchaser must maintain the property in the same condition as when removed.

Online Bidding: Bidding on all lots in this auction will take place online at cwsmarketing.com

How to Register:

- Bidders must submit a refundable \$100 credit card bid deposit at time of registration. The deposit is automatically taken at the time of online registration with the credit card on file.
- Registration to participate closes at 8am PT, the day of the auction.
- Go to **Create Account** (if a new user) and create an account
- Select Register to Bid to register for this auction.
- You will receive a confirmation email once your registration is approved.

Final Payment: Within 48 hours of the close of auction by credit card or bank wire only. A payment invoice, which will include an online payment link, will be emailed to your email address on file following the close of the entire auction. Buyer agrees that they will not issue credit card chargebacks for auction items purchased.

Payment Forms: Acceptable forms of payment are credit card and bank wire. VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER credit cards are accepted. U.S. funds only. Cashier's checks, personal checks, bank letters, debit cards or letters of credit are not accepted. ALL CREDIT CARD RECEIPTS MUST BE IN THE NAME OF THE REGISTERED BIDDER. Credit cards issued to a buyer's spouse will not be accepted for use by the buyer for payment. Any wire transfer fees are the responsibility of Buyer.

Refunds: CWS makes no refunds, adjustments, or returns. All purchases are final (See Condition & Description below).

State Sales Tax: Buyers are responsible for all applicable sales tax. Sales tax in the amount of 9.5% 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 resale licenses on file will be exempt from paying sales tax. For information on taxes, check with the appropriate state franchise tax board.

Placing a Bid:

All bids placed are Max Bids. The system will enter the next bid increment and enter your bid as a maximum bid.

- Example: current bid: \$5000, bid increment: \$500, bidder enters \$10000; system enters \$5500 and will only increase the max bid if someone else submits a bid, up to the max bid of \$10000.
- Exception: If the bidder enters a bid equal or above the reserve amount, then the system observes the reserve amount as the next increment.

Tie Bid:

In the case of a tie bid, precedence is given to the earliest bid.

Auction Soft Close:

If a lot receives a bid within the last 1 min. it will remain open for an additional 1 min.

- If any further bidding occurs, the extension timer will reset to 1 min.
- If no further bidding activity occurs, the lot closes when the timer runs out. Bidders are urged and cautioned not to wait until the final seconds of the auction to place bids. Bids not recognized by the auction software when the time expires will not be accepted.
- **Note:** If a bid is recognized by the auction software during the final seconds, the screen may display "00.00" in time left. It can take several seconds for the clock to reset, possibly longer. The bid will trigger an extension on the lot and 1 minute will be added.

Removal:

In-Person Property Removal by Appointment Only:

- Removal is by appointment only. No admission will be allowed without an appointment.
- In-person removal appointments will be made using the appointment scheduling link emailed to you once payment has been made.
- Removal is the four business days following the auction, unless otherwise noted.
- Buyers may send an agent/shipping company to pick up property on Buyer's behalf. The agent/shipping company must possess the following to pick up property:
 - Copy of Buyer's Property Release, which is sent to buyer following payment
 - [Release Authorization](#) signed by Buyer
- Property Location: Los Angeles County Public Administrator Warehouse, 16610 East Chestnut Street, City of Industry, CA 91748

Shipping by CWS:

- CWS will ship smaller items and items designated as "Shipping Available".

- Shipping requests are made through the "Request Shipping" link emailed to successful bidders once payment has been made.
- The cost of the shipping will be paid by the purchaser separate from and following the firearms purchase, and prior to shipment.
- **Buyer will pay a material and a handling fee of \$15 per lot in addition to the cost of postage, insurance.** Special requests (if available) will be at an additional cost. Discounts may apply for items being shipped together in one box.
- For lots with multiple items or items that require substantial handling and packing, a per hour fee will be charged.
- Shipping may not be available for all items, and additional fees may apply depending on the size or weight of property.
- Please allow up to 10 days following the submission of the Shipping Request Form to be contacted regarding shipment of purchased lots.
- Shipping is at the cost and liability of Buyer. Buyer agrees to hold harmless CWS or Seller for items lost or damaged and will pursue any claims with shipping company.
- Shipment of auction lots will be done as expeditiously as possible but may take up to 20 days.
- Question regarding shipping email registration@cwsams.com.

Shipping by Independent Freight/Shipping Companies:

- Shipping is at risk and liability of Buyer.
- Shipping must be completed in the time frame for removal.
- Buyers can arrange for shipping through a private shipping company, such as a UPS Store or uShip. Some buyers have utilized the following companies for shipping. Contact them directly to request a quote.
 - Pack Mail (Pack-Crate-Freight-Ship)
562-691-9300
Pakmail844@gmail.com
1510 W. Whittier Blvd, La Habra, CA 90631
 - The UPS Store Locater (smaller Items): <https://www.theupsstore.com/tools/find-a-store>
 - uShip (larger items): <https://www.uship.com/>
- Buyer agrees to hold harmless CWS or Seller for items lost or damaged if shipped and will pursue any claims with the shipping company.

Post Auction Steps: Following are the basic steps once you are awarded a bid following the close of the auction.

1. Invoice will be emailed with instructions and payment link sent to buyer.
2. Buyer to make final payment via credit card or bank wire transfer only within 48 hours of close of sale.

3. When payment is received and processed, Payment Receipt and Appointment/shipping links emailed to Buyer.
4. Buyer makes appointment to pick-up property or have items shipped via the Appointment Scheduling or Shipping Links included in receipt email.
5. For vehicles and vessels: Original title document will be mailed to buyer or picked up at removal (See Title Documents below)

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.

Title will be conveyed to the successful registered bidder via the below documents. For a vehicle where the odometer reading is unknown, will be marked, "TMU" True Mileage Unknown. For information on Title Documents please contact CWS at LACountyAuction@cwsams.com, or by calling (855) 463-3183 opt. 3.

- Vehicle & Vessel Titles: Buyers will receive a clear title via LA County and/or court issued documents. In absence of an original Title document, a Request for Duplicate Title will be utilized. Buyers will take title paperwork to their local Dept. of Motor Vehicles to obtain the title to the vehicle.
- Aircraft: Buyers will receive clear title via LA County and/or Court documents and a FAA Bill of Sale, AC Form 8050-2.
- Title documents will be put in the name of the registered bidder or company name only.
- All fees, including past and current registration and smog fees, are the responsibility of the buyer.

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.

PUBLIC AUCTION OF VEHICLES

IMPORTANT NOTICE TO ALL BIDDERS

Any vehicles offered in this public auction are offered in an “as is, where is” condition. The Government nor the auction company does not warrant the condition, quality, or merchantability of the property, its fitness for any use or purpose, its ability to pass a safety inspection, or its ability to pass a motor vehicle emissions test prior to registration.

Efforts have been taken to ensure that the vehicles offered for sale should be acceptable for licensure, registration, and title action by the state department of motor vehicles; however, despite all best efforts, some exceptions may arise. Therefore, the Government nor CWS make no representations, promises, or warranties regarding these vehicles, and cannot guarantee registration or title issuance by the Department of Motor Vehicles (DMV) for any vehicle.

Before you make any repairs to any vehicle purchased, you should take your sale documents (invoice and/or SF-97) to the nearest DMV office, within ten (10) business days of receipt, to verify that:

- The vehicle is not in a “stolen” status.
- The vehicle does not have a “salvage” classification.
- The vehicle does not have a “junk” classification.
- The vehicle does not have an “export” classification.
- The vehicle has a legal Vehicle Identification Number (VIN).

If the DMV official informs you that the vehicle fits one or more of the above categories:

- Ask for a copy of the documentation
- Stop your registration process and do not pay any fees
- Do not initiate any repair or maintenance actions
- Notify CWS at registration@cwsams.com for instructions on the return of the vehicle
- Comply with instructions provided and submit a request for refund of sale price.

Buyers of vehicles that are to be exported to Mexico are encouraged to administratively verify the vehicle status with the appropriate Mexican authority before taking the vehicle over the border.

Upon verification of the DMV status and approval of the Government, a refund action will be initiated to return your purchase price.

NO REIMBURSEMENT FOR REPAIRS, UPGRADES, OR ENHANCEMENTS TO THE VEHICLE WILL BE CONSIDERED IF BUYER FAILS TO COMPLY WITH THE ABOVE VERIFICATION PROCESS.

Reserve: The Los Angeles County Public Administrator 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 online auction process shall take precedence over previous information pertinent to that property/merchandise.

**TREASURER AND TAX COLLECTOR
PUBLIC ADMINISTRATOR**

TERMS AND CONDITIONS OF PUBLIC AUCTION SALE

PERSONAL PROPERTY

1. All articles of property are offered for sale pursuant to the provisions of the Probate Code of the State of California.
2. All articles of property are offered for sale "As Is -Where Is", without warranty or guarantee, by the Auctioneer at the direction of the Public Administrator or Public Guardian of Los Angeles County.
3. The Public Administrator and/or Public Guardian reserve the right to reject any and all bids or to cancel the auction prior to the sale.
4. The sales are of all right, title, and interest of the deceased or conservatee, former possessors thereof, and neither the Public Administrator, Public Guardian nor the Auctioneer is responsible for any discrepancies in the description of articles offered for sale and make no guarantee as to kind, grade, quantity, quality, value, salability, or otherwise. The Public Administrator or the Public Guardian may, at their discretion, combine any items or like kind in lots for sale by box or carton, whether separately inventoried or not.
5. The Public Administrator and the Public Guardian are not selling any cash, jewelry, stocks, bonds, and similar items of value which may be concealed in any items sold at this public auction. If a buyer finds any such item or items or stock certificates, bonds, deeds, conveyances, contracts, notes, passbooks, or other writings which are evidence of title, interest, or claim of the decedent or conservatee to any real or personal property, or any claim or demand due the decedent or conservatee, or any will or testament of the decedent or conservatee concealed in an article purchased, the buyer is obligated by law to immediately deliver any and all such items or documents so found to the Public Administrator.
6. All buyers are required to register with the Auctioneer's representative and will be issued a numbered registration card upon payment of a \$100.00 cash deposit which will be applied to purchases or returned if no purchase is made. Bidders will be identified by this registration number which should be maintained throughout the sale. An additional deposit may be required, at the auctioneer's discretion, as purchases are made.
7. All bidders are expected to not have any special knowledge or insider information regarding the nature of the property here for sale today. If there are any registered bidders that are any of the following, please return to the cashier office and identify yourself as you are not permitted to bid at today's auction:
 1. Currently an employee of the Los Angeles County Department of Treasurer and Tax Collector;
 2. An employee of a firm that currently provides services to the Public Administrator operation of the Los Angeles County Department of Treasurer and Tax Collector;
 3. In any way through a relationship with the County of Los Angeles have special or insider knowledge of the property.

8. Buyer agrees to pay the Auctioneer a premium of 15% of the purchase price.

9. Buyer agrees to pay the Auctioneer by cash, cashier's/official bank check, or credit card. All items must be paid in full and will be subject to sales tax unless the purchaser possesses a Resale Certificate. Also, all items must be removed from the Public Administrator Warehouse on the same day as the auction, unless special consideration is approved by the Public Administrator.

Treasurer and Tax Collector
public Administrator Operations
Hall of Records
320 W. Temple Street, Ninth Floor
Los Angeles, California 90012