



WOYTHAL ESTATE AUCTION URBANA, IL

AUCTION END TIMES: Friday - April 6, 2018
Starting at 8:00 p.m. - 50 lots will end every 5 minutes

PREVIEW DATES: Friday – April 6th – 3:30pm – 6:30pm

PICKUP DATE: Monday – April 9th – 3:30pm-6:30pm

**PLEASE READ AND REVIEW THE BELOW AUCTION TERMS THOROUGHLY PRIOR TO BIDDING.
IF YOU HAVE NOT READ AND UNDERSTAND THESE TERMS – PLEASE DO NOT BID!**

BY BIDDING ON THIS AUCTION, BUYER AGREES TO ALL TERMS AND CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE ITEM(S) UNDER THE FOLLOWING TERMS AND CONDITIONS:

CATALOG / LOTS

Wallace Land & Auction has put forth every effort in preparing the catalog for this auction to provide accurate descriptions of all items. All lots are sold AS-IS, WHERE-IS, with all faults, imperfections and errors of description. Due diligence is the responsibility of the bidder/buyer, and it is the bidder's responsibility to determine the exact condition of each item. Printed statements or descriptions by staff are provided in good faith and are matters of opinion. Bidders are encouraged to attend the scheduled inspection(s).

BUYER PREMIUM

A 10% buyer premium applies to this sale. For example, if you are the winning bidder on a lot for \$10, a \$1 buyer premium will be added to your winning bid, making your invoice total \$11 before any convenience fees or other charges.

BIDDER REGISTRATON & VERIFICATION

A. REGISTRATION: In order to better serve our customers, all bidders must provide their name, address, daytime phone number, and email address at which they can be contacted. This is to insure good communication between Wallace Land & Auction, LLC and the bidder throughout the transaction. For online bidding, we require you to register with a credit/debit card. *The card information is kept confidential and is NOT automatically charged when you are a successful bidder.* Information gathered is for the sole purpose and use of Wallace Land & Auction, LLC. Wallace Land & Auction gathers all emails and adds them to an email listing available only to Wallace Land & Auction, LLC. You have the right to unsubscribe at any time.

B. **BIDDER VERIFICATION:** Bidding rights are provisional, and if identity verification is questionable, Wallace Land & Auction, LLC has the right to reject the registration, and bidding activity will be terminated. The Seller and Wallace Land & Auction, LLC reserve the right to preclude any person from bidding if there is any question as to the person's credentials, mental fitness, etc. Bidders agree to keep their username and password confidential as they are responsible for ANY and ALL activity involving their account. If the registered bidder's user name is offensive to Wallace Land & Auction, LLC or in their sole opinion detrimental to Bidding Activity, then Wallace Land & Auction, LLC reserves the right to remove the bidder from bidding or unilaterally change the username with notification to the Bidder. When using the website, you must obey any and all local state and federal laws. Violations will result in termination of web site use privileges.

ONLINE BIDDING

A. **MAXIMUM BID FEATURE:** When you bid your maximum bid, the current bid price does not automatically advance to your maximum bid. Another bidder has to bid to increase the current price and the computer will automatically bid up to your maximum in the increments specified.

B. **AUCTION END TIMES:** Wallace Land & Auction, LLC online only auctions are timed events and all bidding will close at specified time. However, our auctions also have what is called an "Auto Extend" feature. **Any bid placed within the final 5 minutes of an auction results in the auction automatically extending 5 additional minutes.** The bidding will extend in 5 minute increments from the time the last bid is placed until there are no more bids, and the lot sits idle for 5 minutes. Therefore, the auction will not close until all bidding parties are satisfied. This ensures no one can be outbid in the last seconds without having another opportunity to bid again.

C. **TECHNICAL ISSUES:** In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Wallace Land & Auction, LLC reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Wallace Land & Auction, LLC shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

D. **CONDUCT OF THE AUCTION:** Conduct of the auction and increments of bidding are at the direction and discretion of Wallace Land & Auction, LLC. Wallace Land & Auction, LLC reserves the right to reject any and all bids for any reason and also reserves the right to cancel this auction, or remove any item or lot from this auction prior to the close of bidding. All decisions of Wallace Land & Auction are final. Your bid on this auction indicates both an understanding and an acceptance of the terms of this contractual agreement between you, as the Bidder, and both Wallace Land & Auction, LLC and the Seller. Your bid further indicates that you, as the Bidder, are prepared to purchase items under these terms and conditions.

PAYMENTS & SHIPPING

A. **PAYMENTS:** We accept cash, checks, Visa, MasterCard, American Express and Discover cards. A 5% convenience fee is applied to all credit/debit purchases. There is no convenience fee if your purchase is made with cash or check. Any transaction necessary to collect insufficient funds will have a \$25 fee imposed. If you are a successful bidder, you will receive following the close of the auction an emailed invoice detailing your purchase. You will then either pay when you pick up your items at the scheduled pickup day/time.... or you may choose to have them shipped (see SHIPPING below). After the pick-up date(s), if your item has not been picked up and you have not contacted us to make shipping arrangements, your credit/debit card on file will be charged for the amount of your purchases plus buyer's premiums and convenience fee. In this instance if your card is declined a \$25 fee will be imposed.

B. **SHIPPING:** The auction company, through the local United Parcel Service Store, can facilitate the packing and shipping of your items. The UPS Store can pack and ship items of any size, including furniture. **PLEASE NOTE THAT THE UPS STORE PACKAGES ITEMS ACCORDING TO RIGOROUS SHIPPING SPECIFICATIONS, AND THUS SHIPPING CHARGES CAN BE SUBSTANTIAL. PACKING, SHIPPING, AND INSURANCE (IF DESIRED) COSTS ARE THE RESPONSIBILITY OF THE BUYER AND WILL BE PAID DIRECTLY TO THE UPS STORE. PLEASE CONTACT THE BELOW UPS STORE BELOW FOR SHIPPING QUOTES.** If you wish to have your items shipped to you instead of picking them up, you must notify Wallace Land & Auction at shipping@wallaceland.com within 24 hours of receipt of your invoice. Wallace Land & Auction charges a \$5 per lot handling fee to pull your purchases and transport them

to the UPS store. You will be notified when your items have been delivered to the UPS store, and you can then contact them to finalize and pay for your items to be shipped.

UPS Store – 907 W. Marketview Dr. – Champaign, IL 61822

217-359-6233

store2833@theupsstore.com

*****When contacting the UPS Store please identify yourself as a Wallace Land & Auction bidder!***

C. MISSING ITEMS: We document the contents of each package. Please do not discard the original shipping box and packaging if you think something is missing. Please notify us within 2 business days of receiving the package if you think something is not included. If our documentation shows it was not packed, we will forward it immediately at our cost. We are not responsible for boxes opened by anyone other than the owner. Please check the entire box and packaging for contents. DO NOT discard the original shipping box and packaging if you think something is missing or damaged.

BUYER DEFAULT & ITEMS NOT PICKED UP

A. DEFAULT OF BUYER: Successful bidder not paying for items within 3 days of the date of the auction will be considered in default. Such default by the Successful Bidder will result in that Bidder's liability to both the Seller and Wallace Land & Auction, LLC. Seller shall have the right to (a) declare this contractual agreement cancelled and recover full damage for its breach, (b) elect to affirm this contractual agreement and enforce its specific performance or (c) resell the items either publicly or privately with Wallace Land & Auction, LLC and in such an event, the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding/transporting/storage costs of the items, the expenses of both sales, legal and incidental damages of both the Seller and Wallace Land & Auction, LLC. In addition, Wallace Land & Auction, LLC also reserves the right to recover any damages separately from the breach of the Buyer. The purchaser agrees to pay all reasonable attorney fees and costs incurred by Wallace Land & Auction, LLC in the collection of funds. The purchaser also agrees that a storage/handling fee of 2% per month be added to the balance of any unpaid balance due Wallace Land & Auction, LLC and any other costs or losses incurred by the Buyer's failure to adhere to these terms. Any debt collection or dispute proceedings will be litigated or arbitrated in Champaign County, Illinois at the option of both the Seller and Wallace Land & Auction, LLC. Both the Successful Bidder and Seller shall indemnify Wallace Land & Auction, LLC and hold Wallace Land & Auction, LLC harmless from any costs, losses, liabilities, or expenses, including attorney fees resulting from Wallace Land & Auction, LLC being named as a party to any legal action resulting from either Bidders or Seller.

B. ITEMS NOT PICKED UP: Any item not picked up on the day of pick-up, will automatically be charged to your credit card on file along with the 5% convenience fee and buyer premiums. If you do not pick up your item(s) and do not contact us within 3 days of the end of the auction to arrange for shipping your items will be considered abandoned. Abandoned items become the sole property of Wallace Land & Auction, LLC and no refund will be given. Any special pickup or shipping arrangements other than those scheduled must be made *prior* to the end of the sale.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR OTHER ORAL STATEMENT MADE.