

## HAGEDORN AUCTION POLICIES TERMS & CONDITIONS

- 1) Hagedorn Auction adheres to all federal, state and local laws.
- 2) This auction is for the PRIVATE sale of personal belongings directly from our client, the 'Seller' to you the 'Buyer'. As part of our services to the 'Seller' all monies are made payable to Hagedorn Auction. Everything must be paid in FULL on auction day by cash or good check imprinted with Bidder's name & address. Bad or NSF checks may be assessed penalties & interest until paid. Non-paying 'Buyers' or bad checks issuers will be prosecuted.
- 3) EVERYTHING shall be sold 'as is, where is' with NO guarantees of any kind, regardless of any statement of condition that may be made from auction staff, both verbal and written. The auction service is only presenting items as represented to us by the Seller or according to appearance. The auction service is NOT an expert appraiser or authenticator of antiques, coins, glass, guns, equipment, vehicles, real estate or other assets that may be auctioned. Bidder must solely rely on his/her own inspection and knowledge about items on which they plan to bid. If you aren't sure about the condition or authenticity of an item and aren't willing to risk the amount of money it will take to win the bid on that item, then DO NOT bid on it. NO REFUNDS, RETURNS OR RESALES OF ANY KIND SHALL BE MADE (except per #4)
- 4) The successful Bidder for any electrical or gas powered equipment shall have 10 minutes from the time of their winning bid to plug-in or otherwise start up the item. If the item does not come on or start as hoped, they shall immediately notify auction personnel and the item shall then immediately be resold releasing the original Bidder from their purchase obligation. The original Bidder shall NOT be eligible to bid on the item when it is resold. If for any reason you will not be able to test the item out and return it within 10 minutes, either DO NOT bid on it or you must be willing to take the risk that it does NOT work. NO re-sales after 10 minutes have expired.
- 5) It is the Bidder's responsibility to know which item they are bidding on. If unsure, the Bidder should inquire about the item they are bidding on or NOT bid. Becoming the winning Bidder contractually obligates you to pay the bid amount to the Seller and you will be expected to pay for these items in full before you go home. Leaving before all of your items are paid for in full does not relieve you of your legal obligation to pay for all items bid on and won.
- 6) When bidding you must hold your bid card number in the air. If there is a dispute between two bidders as to who had the final bid the auctioneer may at their discretion reopen the bid between those two buyers only. Once you are the winning bidder you must secure your merchandise immediately. Even though anyone caught stealing will be prosecuted Hagedorn Auction is not responsible for any broken, lost or stolen items. Once the auctioneer says sold the items are your responsibility. You may take them to your vehicle prior to paying but you must pay prior to leaving.
- 7) When purchasing a vehicle or other item with a title, if you pay with cash you will receive the title when you pay. If paying with a check the title will be mailed certified after 10 business days with an additional processing charge of \$10 to be added to your purchase. Equipment or other large items without a title paid for by check may be held by the Auction Service at your expense until your check clears unless prior check approval has been secured via approved bank letter of guarantee or other approval by Hagedorn Auction.
- 8) While we diligently strive to conduct auctions that treat all Bidders fairly and according to these terms, the auction service is working solely in the best interest of their Client, the Seller. The Auctioneer reserves the right to accept any bid in any increment that, in their opinion, is in the best interest of the Seller and likewise also reserves the right to reject the bid, of any Bidder for any reason, which the auctioneer feels is not in the best interest of the Seller. Likewise we reserve the right to refuse service to anyone for reasons of adverse conduct or disruptions.

9) Hagedorn Auction will not auction any illegal items or items not belonging to the individual contracting for the services of Hagedorn Auction for the auction of said items.

10) Hagedorn Auction is not a licensed firearms dealer and does not solicit the consignment of firearms for auction. Therefore Hagedorn Auction will only auction privately owned firearms as part of an estate (living or deceased) in which other non-firearms personal property is also being disposed of at auction. No individual firearms consignment shall be auctioned.

11) You must be 18 years of age to purchase a long gun and 21 years of age to purchase a handgun. It is illegal for anyone convicted of a felony or domestic violence to purchase a firearm.

12) Firearms purchased from an estate auctioned by Hagedorn Auction will only be released by the Owner to Montana Residents. Firearms purchased by non-Montana residents shall be transferred by the estate Owner to a licensed Montana firearms dealer for shipment to a licensed firearms dealer in the purchaser's state of residence at the purchaser's expense.

13) Firearms shall not be released by the Owner to any purchasers appearing to be under the influence of alcohol or any other illegal substance.

14) An official state issued photo ID is required when registering for a bidder card. NO EXCEPTIONS.

15) Bidder's names, addresses, phone numbers, etc. will be kept in Hagedorn Auction's computer database to be accessed at future auctions for the purpose of quick buyer check. Your personal information will be kept confidential and only released in accordance with the law.

16) Thank you for your understanding of an adherence to these policies. For questions concerning policies not listed here please contact us at (406)684-5181. See auction flyers for additional terms which may apply to each auction individually. "Have a great day & we hope to see you soon!".