



## Terms and Conditions of Sale

**1 - CONDITIONS:** All items are sold "as-is," "where-is" with no warranty or guarantee expressed or implied for description, condition, or fitness for use. Conditional notes or descriptions are deemed an opinion only and in no way be guaranteed. Royal Auction Group is proud to provide as much info pertaining to each lot but should be used as a guide only, buyers can inspect any lot physically prior to bidding or contact us at 239-936-4121 for additional questions. Mileage/hours are recorded only by what is visible on the meter no guarantees are made on actual mileage/hours on any asset sold. Condition notes are given as a guide only, factual information on any lot sold is to be verified solely by the buyer/bidder. Inaccuracies in the catalog or on the internet will under no circumstances relieve the purchaser from the sale. Once a bid is recorded it cannot or will not be changed or altered. It's solely the bidder's responsibility to be responsible for any bids posted by their paddle number or bidder number both onsite and online. No buyer shall retract his bid. The buyer accepts the lot when he makes a bid. All sales are final. Any announcements made on before or during the time of sale supersede any written descriptions. All opinions of condition are strictly to be used as guidelines. We do guarantee free and clear title to ownership with no liens or encumbrances whatsoever. All verbal or written announcements made during the sale or on the auction block, overwrite any printed descriptions or claims posted on catalog or any other marketing material. **INSPECT BEFORE YOU BID!**

Buyers must have a valid photo ID issued by a local, state or federal agency to gain admittance to the auction site and obtain a bidder number.

The bidder is responsible for knowing which item you are bidding on. If you are unsure, you should inquire or not bid. When you become the winning bidder at the auction you have affected a contract and will be expected to pay for those items in which you were evidenced to be the successful bidder. Auctioneer will not honor "mistakes." **INSPECT BEFORE YOU BID!**

All auctions are recorded through sound and video.

The auctioneer reserves the right to accept bids in any increment he feels is in the best interest of his client, the seller. The auctioneer reserves the right to reject the bidding of any person whose conduct, actions, or adverse comments he feels are not in the best interest of the seller.

**2 - BUYERS PREMIUM:** A 10% Buyers Premium will be charged to each purchased item or individual lot. An additional 2% internet provider service fee that will be charged for each item purchased online.

**3 - SALES TAX:** Lee County, FL requires us to collect a 6.5% sales tax on all items purchased. All sales are subject to Florida sales tax and Florida tax laws. Sales tax exemptions will be accepted on non-titled assets with a copy of your current agricultural and/or tax exemption certificate as long as that item pertains to your business and is for resale only. Sales tax exemption will be accepted on titled vehicles only with a current tax exemption certificate and dealer's license. All out of state buyers must pay taxes in Florida and will be required to fill out an affidavit for their home state. Out of country buyers are tax exempt only with a copy of the bill of lading during check out.

**4 - INSPECTION:** Items will be available for inspection beginning 2 days prior to the Friday sale starting on Wednesday to Thursday, 9:00 AM to 4:30, or sale day morning starting at 7:30 AM.

**5 - SALE SITE DIRECTIONS** Alico Rd. From FL Interstate I-75, take exit 128 for Alico Rd, Head west on Alico Rd for 2.7 miles Auction Yard Entrance on Indy Dr on right.

Initials \_\_\_\_\_

March 2020

**6 - TERMS:** Payment in full is required on auction day by cash, credit card, certified funds, or check with a bank letter of guarantee. Sample letter of guarantee: "We hereby guarantee the payment of our customer \_\_\_\_\_ written on his account up to \_\_\_\_\_ dollars for purchases at your auction sale on \_\_\_\_\_. " Personal and Business checks are accepted on sale day however, assets will be held at auction yard for 5 business days or until the check clears. All checks should be made payable to Royal Auction Group Inc. Wire transfers are acceptable if approved at time of registration and have a \$15.00 wire transfer fee added to purchase. All major credit cards are accepted with a 3% surcharge added into the amount collected. Winning Internet Bidders are required to contact Royal Auction Group via email at sales@royalauctiongroup.com to arrange payment instructions on sale day. Every effort is made to "guard" merchandise throughout the auction. However, the bidder becomes solely responsible for all items purchased by them immediately following the winning bid. Therefore, you are advised to further guard your items at your own discretion. Interest on overdue amounts will be paid by the buyer at a rate of 18% per annum or at such other maximum rate as allowed by law, together with any legal or collection costs incurred by the auctioneers.

By agreeing to these terms, on-line buyers authorize the Company to charge the credit card on file for the total bid amount plus buyer's premium and processing fees after bidding ends on the purchased lot. Any attempt to circumvent this authorization will be considered theft by deception and the buyer will be prosecuted to the fullest extent of the law. Buyers shall not be permitted to possess any of his purchases until the TOTAL PURCHASE PRICE of all his purchases including all applicable goods, taxes or fees have been paid.

Due to Safety and Insurance reasons, No One under the age of 16 is Permitted on the Auction Site while the sale is in progress.

**7 - Wiring Instructions:**

To Royal Auction Group, Inc.  
ABA # 286371663  
For the credit to United Fidelity Bank  
Royal Auction Group, Inc. Account #: 1005000995  
United Fidelity Bank  
14241 Metro Parkway Fort Myers, Fl. 33912  
239-768-4552 - 239-768-4550 - 239-768-4553 fax

**8 - REMOVAL:** After complete payment, all sale items that can be carried by hand, may be removed on sale day as long as the removal activity is not disruptive to the sale and only until 5:00 PM. Items may also be removed Monday through Friday, by 15 business days after the posted sale date 9:00 AM to 4:00 PM, A \$20/day per item storage and transportation fee will incur if items are not removed by posted deadlines. Items not removed in the time frame listed above may be deemed abandoned and the auctioneer may tow and impound or resell the lot.

**9 - AIRPORT:** The area is serviced commercially and privately through Charlotte County Airport and Regional Southwest Florida International Airport (RSW).

**10 - LOADING:** Royal Auction staff will gladly assist in loading purchases. Royal Auction Group only has access to a 5,000lb forklift and cannot lift items with a weight greater than that. Our staff will not load or tie down purchases, but merely will aid the buyer in the process. We are not responsible for any items loaded or any securement of such items. If an outside transport company is used, make sure the driver can load and tie down on their own. In no way will Royal Auction Group or any of its employees be held responsible for any damages to such items during the loading process.

**11 - TITLE PROCESS** - Florida Truck & Equipment Sales Inc. - Auction Division will be on-site to handle all title transfers. Please bring proof of insurance and a separate check for your titled vehicle transfer and recording fees. Dealer Fees apply to all titled vehicles, ATVs, and Trailers over 2,000lbs. **We process all titles and the title process can take up to 4 weeks.**

**In State: (Florida Residence)**

Title Processing Fee for Non-Commercial Vehicles & Trailers over 2,000lbs. - \$165.00  
Tag Transfer Fee – Additional \$65.00 (\$165 + \$65)  
Full Dealer Services – Includes Title processing, temporary tag & permanent plate - \$450.00  
Trailers under 2,000lbs. – Registration processing only - \$25.00  
Trailers under 2,000lbs. – Registration processing and permanent plate - \$350.00  
Commercial Vehicles – Fees are charged by the GVW of the vehicle. Please see an associate for the fees.  
Title Processing Fee for Boats - \$250.00

**Out of State Buyers:**

Title processing fee - \$25.00  
Temporary Tag (Out of State Only) – Additional \$65.00 (\$25 + \$65)

**11 - DEALER'S EXEMPT** - Provide your Current Calendar Year Tax Exemption Certificate and dealer's license, a \$25.00 title fee will be charged for each titled Vehicle.

**12 - LITIGATION:** Costs and Expenses. In the event of any litigation between any of the Parties arising from or relating to the enforcement or interpretation of this Agreement, the prevailing party is entitled to recover all costs and expenses, which shall include attorney's fees incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, against the non-prevailing party. In any such award of costs and expenses, the prevailing party shall also be entitled to recover "fees on fees" from the non-prevailing party, meaning those costs and expenses, including attorney's fees, which are required to determine the amount of costs and expenses to be awarded

**13 - GOVERNING LAW, JURISDICTION, and VENUE:** This Agreement shall be deemed to be made and entered into in the State of Florida, and shall, in all respects be interpreted, enforced and governed under the laws of Florida. The sole and exclusive venue and forum for any litigation arising under or related to this Agreement shall be the State Courts of Florida located in Collier County, and the parties hereby expressly waive and release any rights they may otherwise possess to file or move any such litigation to any other Court in the State of Florida, or to any Court in any other State, or to remove such litigation to Federal Court.

**14 – CONSIGNORS:** No consignor is permitted to bid on their own item(s). Any consignor bidding on their own item(s) will not be allowed to consign again and will face heavy penalties imposed according to the consignor agreement. These penalties can be as much as 20% of the sale price or reserve amount for each item.

**\*\*No-One Under the Age of 16 will be permitted to attend the auction for Safety Reasons. \*\***

**By signing below, I, the bidder, have read the above Terms and Conditions. I accept and agree to comply with them during the bidding process. I understand any and all title fees, administration fees & buyer's premium involved with any auction to include titled vehicles. I agree that I am the solely responsible for any bids accepted under my bidder number or bidder card.**

**X** \_\_\_\_\_ **Date:** \_\_\_\_\_

