



2017 EREF ANNUAL CHARITABLE AUCTION CONDITIONS AND TERMS

1. All bidders participating in the Environmental Research and Education Foundation (EREF) Live Auction must register and have a bidder number.
2. If you have not registered before WasteExpo, registration forms will be available in the EREF Auction booth (#134).
3. Successful bidders must complete settlement at the close of the Live Auction on Wednesday, May 10, 2017.
4. Immediate possession of all equipment upon proper settlement. Acceptable forms of payment:
 - a. Wire transfer
 - b. Lender certification
 - c. Credit card
 - d. Cashier's check
 - e. Money order
 - f. Certified check
 - g. Corporate check
 - h. Personal check (only if person is known by EREF President)
5. The EREF reserves the right to accept or reject any payment.
6. Settlement costs will include the final bid price and: a. State and local taxes (if any) b. Storage or special handling costs (if any) c. Delivery costs (if any), unless otherwise noted.
7. Once payment has been made to EREF, successful bidders can arrange for shipment, delivery or storage.
8. The condition and description of each item set forth is ONLY A GUIDE, and is in no way a warranty or guarantee, actual or implied. All of the equipment in the Auction is being sold AS-IS, WHERE-IS and with all faults. All conditions and descriptions of equipment in this sale are believed to be correct and have been conscientiously set forth by the owners. The equipment to be offered in the Live Auction is available for public inspection prior to the Auction.
9. The Buyer agrees to rely exclusively on his/her pre-Auction inspection of the property.
10. The Buyer takes delivery, takes full responsibility and assumes all risk of loss for all property purchased from the time the Auctioneer accepts the Buyer's offer (bid).
11. Except as otherwise stated on the Auction invoice, the Buyer agrees to remove all purchased property from the Auction Site as stated in the Auction Booklet.
12. The United States and State Laws and Penalties for failure to settle and pay shall apply. The Buyer agrees to make complete settlement on all purchases during or immediately after the conclusion of the Auction on sale day. See #4 for accepted forms of payment.
13. Buyer acknowledges receipt of a copy of the Auction Booklet for the Auction and has read and agrees to be bound by the additional terms and conditions set forth in said Auction Booklet.
14. The Buyer will obtain full liability insurance on all purchased property as required by law.
15. The Auctioneer reserves the right to revoke any bid card at any time. Buyer represents and warrants that this registration is made for the account of the Buyer alone and not on behalf of any other person or entity.
16. Buyer acknowledges that the Auction Site and anywhere on the property to be sold is located or displayed is a potentially dangerous place. Heavy equipment is being operated, potentially dangerous materials may be present, electric circuits may be live and other potential dangers may exist. Each person at the Auction Site (and other areas where the property is located or displayed), at all times shall be there at their own risk. No person shall have any claim against the Auctioneer, their agents, employees or principals for any injuries sustained or death to any person or persons whomsoever nor for damages to or loss of property which may occur from any cause whatsoever. Buyer also acknowledges responsibility for any injury or death to any person or persons whomsoever or property damage caused by Buyer, his agents or his employees.
17. All VIP outings, while offered in good faith, may be cancelled at the discretion of the VIP. Purchase of a VIP outing is not a guarantee, and circumstances may arise requiring CEO to cancel the outing. In the event of cancellation, the winner may request a full donation refund from EREF.
18. All items must be removed from the Auction Booth by noon on Thursday, May 11, 2017. If your purchases are not removed by noon, they will be transported to a storage area and there will be an additional charge to transport and store. You must present your release form to remove your equipment from the storage site. After the Auctioneer has sold a piece of equipment, it becomes the sole responsibility of the purchaser.

If you have any questions during the sale, please ask a member of the EREF staff.