

# #524 - In Home Estate Auction - Via Gaetano

## Full Terms & Conditions

**DEPOSITS/BUYER PREMIUM:** Bidders participating ONLINE must register with a valid credit card at the time of registration online. Nellis Auction, in its sole discretion, reserves the right to require additional deposits from buyers making large dollar amounts of purchases. Upon successfully purchasing a lot, the bidder can expect to receive an invoice following the auction. Successful bidder will be required to pay their invoice in full through the bidder account tab by selecting invoices. All invoices that remain unpaid at 4:00PM PST on the first business day following the auction will be charged to the credit card on file with Nellis Auction. The buyer agrees to pay the amount of the invoice that will include the hammer price of the merchandise purchased, the associated buyer's premium, applicable fees and Nevada State Tax. Nellis Auction, in its sole discretion, reserves the right to restrict the bidding limit of any online buyers making large dollar amounts on purchases. Deposits are refunded if no purchase is made, otherwise it will be applied to the bidders invoice. There will be a 15% buyer's premium on all purchases during auction and Nevada State Sales tax of 8.25% is added to all purchases. Deposits for individuals who do not pay for their auction purchases will not be refunded.

**AS IS / ALL SALES ARE FINAL:** There are no returns or exchanges. All items are sold as is, where is, with all faults, imperfections, etc. All merchandise is sold with no warranty of any kind, including without limitation, any implied warranty of merchantability or fitness for use. No verbal statement of any Nellis Auction employee can create any warranty. Nellis Auction does not grade or authenticate any merchandise. Neither Nellis Auction nor the auctioneer is responsible for any errors or omissions in the description. Verifying the condition and description of an item is the sole responsibility of the bidder prior to placing any bids. The one and only warranty given by Nellis Auction is that a stone represented on the lot tag and catalog description as a diamond is a diamond; no warranty extends to the grade or quality of any diamond. Title to the merchandise and risk of loss passes to the Buyer when the Auctioneer pronounces the lot sold. Nellis Auction is not responsible for any loss or damage to Buyers merchandise after the lot is pronounced sold.

**TERMS OF SALE:** Payment for purchases must be made by debit card, cash, certified check, wire transfer or credit card (Visa/MasterCard/Discover) by end of the scheduled loadout business-day. Payments can be made within the account tab in the bidder's account center under the invoice tab or by phone by calling the Nellis Auction office at 702-531-1300 during normal business hours. If unexpected large purchases are made and you are unable to pay your bill in full on the day of the sale, a deposit of 20% or \$500 (whichever is greater) will be required to hold your purchases until 4:00PM on Friday, June 23rd, 2017, by which time the balance should be paid in full. Items not fully paid for before 4:00PM on Friday, June 23rd, 2017 will be considered abandoned and deposit forfeited. Exceptions require approval from the auction office. Buyer Default: If, after the Payment Period has ended, the Buyer does not make full payment in accordance with the terms set forth above or the Buyer fails to pickup paid merchandise within the specified pickup dates and times, the Buyer is considered in default and their Auction Item(s) will be re-listed in an Online Auction and a 35% re-listing fee (which the Buyer agree is a reasonable estimate of the minimum damages incurred by Nellis Auction as a result of Your failure) will be charged to their account. The re-listing fee is based upon the original selling price of the Auction Item. By registering a valid credit card with Nellis Auction, the Buyer authorizes Nellis Auction to charge applicable re-listing fees to the credit card. Credit card payments that are charged back will automatically preclude the purchaser from any future auctions.

**RECEIPT:** Buyers will be furnished a receipt at the completion of the auction. This receipt must be authenticated by a Nellis Auction Representative for check-out before collection and removal of items. Removal of items during the auction will be allowed only with the assistance of an authorized Nellis Auction Representative and only if the representative determines that the removal will not interfere with the remainder of the auction proceedings. Once items purchased are collected by the auction agents, they will be presented to the Buyer for verification at the designated pickup areas. It is the responsibility of the Buyer to make sure that all items purchased are accounted for.

**PICKUP:** Auction removal will be available Friday, June 23rd, 2017 from 9:00AM to 4:00PM. Merchandise MUST be picked from the premise located at 3737 Via Gaetano, Henderson, NV 89052. Merchandise becomes the full responsibility of the buyer at the time of purchase and buyer assumes all risk of loss and damage to property. The buyer understands that many of the auctions Nellis Auction conducts are at offsite locations with restricted pickup deadlines. The bidder agrees that it is their full responsibility to pickup their items from the auction premises within the required time frame. The bidder is aware that additional transportation fees will be added to their invoice if their purchases are not picked up with the required pickup times. The bidder waives any right to any refunds or claim to any credit card charge back due to the bidder not picking up their purchases. All consigner and buyer merchandise in the current auction may only remain on the sale premises until 4:00PM on Friday, June 23rd, 2017. Purchased lots not claimed before 4:00PM on Friday, June 23rd, 2017 will be considered abandoned and any payments made on the lots will be forfeited, and will become the property of Nellis Auction.

**DISPUTES BETWEEN BIDDERS OR WITH AUCTIONEER:** The Auctioneer will designate the purchaser of each item at the close of the bidding. The Auctioneer reserves the right to re-open bidding on any lots at his discretion and can do so for any reason. The Auctioneer reserves the right to reject any bid at any time in its sole and unlimited discretion. The decision of the Auctioneer is final.

**RESERVES:** Auctioneer and/or any consignor reserve the right to bid on any auction lot. Unless otherwise explicitly published to the contrary, all lots are subject to a reserve price. Auctioneer may act to protect the reserve by bidding in the auction for its own or its consigner's account. Auctioneer may open the bid and continue to bid either by placing consecutive bids or by placing bids in response to other bidders.

**CHILDREN:** All children must be attended at all times by their parents or guardians. Any property damage resulting from a child under the bidder's care will be chargeable to the bidder. Repeated negligence of children will preclude the bidder from future auctions.

**INJURY AND DAMAGE WAIVER:** Bidders and consignors, for themselves and for others accompanying them for purposes of attending a public auction absolutely waive and agree to hold Nellis Auction harmless from any liability for any injury or damage except any such damage or injury arising from gross negligence on the part of Nellis Auction.