

Auction Terms and Conditions for November 21, 2009

Bill's Gun Shop, Fort Worth, Texas

By registering with Davis Auctioneers, L. P., hereinafter referred to as Auctioneer, the bidder (also called buyer) by signing below enters into an agreement to the following terms and conditions and agrees to abide by such. Photo ID or driver's license may be required for registration.

1. All persons desiring to bid or purchase must register with Auctioneer and obtain a bidder number prior to bidding on any merchandise. A bid by any person shall be conclusive proof that the bidder has made themselves familiar with the terms and conditions contained herein.
2. All items are sold AS IS-WHERE IS with NO WARRANTIES OR GUARANTEES expressed or implied. Auctioneer or Seller shall assume no liability and will not be responsible for the correct description, authenticity, genuineness, or defect in any lot and makes no warranty in connection therewith. No allowance, discount, set aside, or refund shall be made on account of any incorrectness, error in cataloging, imperfection, defect, or damage. Any and all descriptions or representations are for identification purposes only and are not to be construed as authenticated or as a warranty of any type. It is the sole responsibility of the buyer to have inspected the merchandise thoroughly and to have satisfied themselves as to its condition, value, authenticity, origin, genuineness, usefulness, or description. Buyer shall base their bid accordingly upon their judgment solely. All sales are final. Auctioneer and/ or Seller assume no liability for errors or omissions.
3. Full payment must be made day of sale. Payment may be made during the sale or within One (1) Hour of conclusion of sale. Payment must be made in full prior to bidder leaving auction site for any reason. Payment must be made in full before merchandise can be removed from the sale site.
4. Payment may be made in the form of cash, cashier's check, MasterCard, VISA, Discover, or a personal or company check with a bank letter of guarantee to Davis Auctioneers L. P. The maximum fee allowed by law will apply for returned checks, NSF, etc... regardless of reason. Bidder agrees not to stop payment on check. Bidder agrees not to dispute credit card charge without first notifying Auctioneer and allowing Auctioneer to make correction to any errors.
5. All items that are subject to Texas State Sales Tax and/or local tax will have tax collected unless the buyer has a current sales tax number on file with the Auctioneer. Tax on vehicle's and other titled items will be assessed by the county tax office when transfer of title is processed.
6. ALL purchases will be subject to a 10% buyer's premium and will be added to the total purchase price of any and all items. Sales tax will apply to buyers premium according to state tax law unless item 5 above prevails.
7. Auctioneer reserves the right to reject any and all bids and/or to bid as agent on behalf of the Seller, any absentee bidder and/or the Auctioneer as buyers. Auctioneer reserves the right to withdraw from or add to auction any item before or during the sale. Auctioneer reserves the right to resell any item not paid for in full on sale day. Buyer shall be responsible to the Auctioneer for any and all expenses of collection and resale and any damages that may arise from the resale. Auctioneer reserves the right to group, subdivide, sell lots times the money, or sell lots in bulk when it is in best interest of the Seller.
8. Auctioneer will announce successful buyer after an item is sold. Title to property passes from Seller to buyer at that point and buyer assumes full risk and responsibility of loss and/ or damage to property until its removal. All merchandise must be removed day of sale unless other arrangements have been made with Auctioneer. Responsibility rest with the buyer to make arrangement for pick-up. Purchases not removed within the time specified will be forfeited without refund.
9. In the event of tie bids or dispute of such, bidding will be reopened at Auctioneers discretion between those buyers only. Designation of winning bidder by Auctioneer will be final.
10. All persons attending preparation, inspection, sale, or removal of merchandise assume all risks whatsoever of damage or loss to person or property and specifically release the Auctioneer and/or Seller from all liability therefore. The Auctioneer and /or Seller shall not be liable by reason of any defect in or condition of the merchandise or premises on which the sale is held.
11. No selling or trading between buyers on or within the auction premises during or after the sale. All merchandise must be physically removed from the auction site prior to any sale of merchandise by the buyer.
12. It is the sole responsibility of the buyer to check federal, state, and local laws governing the purchase, possession, and transportation of all items.
13. Seller is a licensed FFL and ALL firearms will be transferred through Bill's Gun Shop, 5418 Shelby Rd., Fort Worth, Texas, 76140. A \$10 per person transfer fee will be assessed on EACH person unless a purchaser is a Federal Firearms dealer. All firearms will be transferred through Bill's Gun Shop regardless of antique, curio or relic status. Buyer must complete Federal Form 4473 and pass a NICS background check or be a licensed Federal Firearms dealer. Buyer needs to know their legal status as pertaining to the NICS background check. If a buyer does not pass the NICS check, only the actual purchase price of the firearm will be refunded. Transfer fees and buyers premium are NOT REFUNDABLE. The registered bidder on-site for the auction must be the actual buyer and pass his or her own NICS check. Out-of-state buyers are responsible for any shipping costs incurred and must have access to an FFL for the transfer of the firearms. Only Federal Firearms dealers with a signed copy of their license will be able to receive firearms purchased the day of sale. All firearms must be picked up no later than 6:00 pm on November 21, 2009. Bill's Gun Shop, Auctioneer, and/or Seller(s) do not warrant the authenticity, workmanship, or usefulness of any and all firearms and buyer agrees to hold harmless and indemnify such person from and against any and claims that may arise from such purchase.
15. NO smoking allowed in auction facility,
16. NO personal firearms or concealed weapons allowed within the auction facility or site.
17. Any announcements in regards to terms and conditions or additions or deletions made day of sale, prior to or during auction, supersede any and all other advertising and/ or announcements.

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Texas Department of Licensing and Regulation
P. O. Box 12157
Austin, TX 78711
512-463-2906

Buyer Printed Name

Buyer Signature

Buyer (Bidder) Number

Davis Auctioneers, L. P.
P. O. Box 2195, Burleson, TX 76097
Luther Davis, Auctioneer, TX#8325
817-447-9805 or 817-291-7281