

***AUCTION TERMS:** A 10% Buyer Fee will be added to the high bid at invoice and become the contract purchase price. ALL ITEMS ARE BEING OFFERED SUBJECT TO SELLER CONFIRMATION. While it is the intent of Parker County to sell any listed item, there may be occasion where a high bid does not meet the best interest of Parker County. The high bid will be presented to Parker County and may be accepted or rejected as soon as possible after the conclusion of the auction, at the sole discretion of Parker County. PARKER COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, and negotiate with the highest bidders through their agent Texas Auction & Realty. Withdrawal of items from the sale after they are listed may sometimes be necessary. Auctioneer and Seller reserve the right to do so at any time during the auction. When Parker County accepts the highest bid, an invoice will be generated and e-mailed to the winning bidder. All Payments shall be made to Texas Auction & Realty and may be in the form of Cash, Cashier's Check, or Check with accompanying Bank Letter of Guarantee. Payment for items with a total contract price of \$2,500 or less may be paid with Mastercard or Visa, Cash, or Cashier's Check. Payment for items with a total contract price over \$2,500 MUST be paid with Cashier's Check. Payment must be received prior to receiving a paid receipt. A paid receipt is required prior to scheduling pickup and removal. PARKER COUNTY DOES NOT ACCEPT PAYMENTS AT PICKUP. PAYMENT MUST BE MADE TO Texas Auction & Realty AND A COPY OF THE INVOICE MUST BE PRESENTED AT PICKUP. PARKER COUNTY DOES NOT ACCEPT PAYMENTS, PERIOD. All Items are being sold 'As Is, Where Is' with NO Warranties or Guarantees of any kind. Buyer's assume all responsibility and hold Parker County and Auctioneer harmless for introducing any item or part of item into the stream of commerce. Photographs and Descriptions are provided as a guide, and a guide only, Bidders to verify correctness of ANY advertised information to their satisfaction as to use for any particular purpose. A Preview is available for every item according to the schedule listed below. All bidding is based upon the Bidder's Personal Inspection and opinion. Read below for detailed terms:

*** PREVIEW & INSPECTION:** Individuals previewing items are personally responsible for any breakage/damage to items they are handling and will be charged appraised value for item(s). All people previewing assume all responsibility for their own safety. Auctioneer & Parker County are not responsible for accidents.

Property is located at various locations in Parker County, Texas. PREVIEW TIMES ARE REGULATED BY PARKER COUNTY'S REPRESENTATIVE, AND THERE WILL BE ONLY ONE PREVIEW PER ADDRESS WHERE THE PROPERTY IS LOCATED.

*** PICK UP TIMES / REMOVAL TERMS:** By APPOINTMENT ONLY – NO EXCEPTIONS! Pickups must be scheduled by the winning bidder, 24 hours in advance of pickup, and after payment has been received by Texas Auction & Realty. The bottom line: NO APPOINTMENT – NO PICKUP - STRICTLY ENFORCED. Contact Brandie Harris at (817) 598-6140 to schedule your removal appointment. Removal appointments will be scheduled Monday thru Friday between the hours of 9:00am and 3:00pm, excluding holidays. NO EXCEPTIONS – NO SATURDAY OR SUNDAY REMOVAL. WINNING BIDDERS MUST HAVE A COPY OF THE INVOICE AND VALID IDENTIFICATION TO PICK UP ITEMS!! If someone other than the winning bidder will be picking up the merchandise, please send a

copy of winning bidder's ID and a letter of permission stating that they can pick up the merchandise. The person picking up the merchandise will be required to show identification, copies will be made and retained by Parker County. Parker County DOES NOT provide transportation, rigging, or loading services for buyers to remove their merchandise. Any and all methods of lifting, towing, rigging, or hauling is the buyer's responsibility.

Unclaimed Items: The ownership of any and all merchandise not removed by the final day of removal will revert back to the ownership of Parker County.

* DYNAMIC CLOSING/TIME LEFT: If a bid is entered within the last fifteen minutes of the closing of an item, the closing time will be extended by ten minutes to ensure sufficient time for bidders to submit their bids. Dynamic Closing will continue until no bids are placed within 10 minutes.

OTHER TERMS:

1. PAYMENT: Upon receipt of Invoice.
2. All items must be paid for, in full upon receipt of invoice, and not later than 48 hours after invoice is sent through the Texas Auction & Realty website.
3. A 10% buyer fee will be added to high bid at invoice, and become the contract sales price.
4. Sales tax will be collected on taxable items at the appropriate sales tax rate unless you have filled out a valid Texas Resale Exemption form with Texas Auction & Realty. You may fax your form to: (817) 594-0585. We must have this on file in order to exclude sales tax from your purchases on your final invoice.
5. All items sold "As-Is, Where Is", no warranty or guarantee of any kind. All sales are final. All descriptions are believed to be accurate, however, all bidding and buying is based solely on bidder's personal inspection and/or opinion of the items.
It is the Bidder/Purchaser's sole responsibility to:
 - (a) perform all inspections of the items and to be satisfied as to its description, condition and/or authenticity prior to bidding.
 - (b) independently verify any information they deem important including information available.
 - (c) all information contained in the item description and all promotional materials, including, but not limited to, photographs, dimensions, conditions, etc., was provided by Parker County and is believed to be correct, however, Parker County nor the Auction Company makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information. Bidders must rely solely on their own inspection as to the accuracy of the photographs or other information provided.
 - (d) failure to inspect the property does not relieve bidder of responsibility for payment and removal as stated in these terms.
6. All Bids Are A Binding Contract. Bidder acknowledges that once a bid is offered, the Bidder shall be bound by the bid amount. Bids cannot be withdrawn or retracted. Verify your information entered (bid amount) before submitting your bids.
7. Buyer is responsible for the items once bidding is complete. Parker County, nor Auction Company are responsible for the items.
8. Items subject to additions and or deletions prior to sale time/closing.
9. Texas Auction & Realty makes no warranty that:
 - (a) your use of the site will be uninterrupted, timely, secure, or error-free.
 - (b) the results that may be obtained from the use of the site will be accurate or reliable.
 - (c) the quality of any information or other material obtained by you through the site will meet your expectations.

(d) the use or the inability to use the site; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on this site; or any other matter relating to the site.

10. In case of any errors or malfunctions of hardware or software, Texas Auction & Realty reserves the right to cancel any transaction even if you have received confirmation of the transaction by email.

We strive to make this system as stable as possible, however errors and equipment malfunctions are possible and may happen without notice. We cannot and will not guarantee uninterrupted access to the Site or its services.

11. Buyer is responsible for providing the supplies (boxes, packing material, tools & equipment, etc.) necessary, as well as the physical labor for dismantling, rigging, crating, loading and hauling at their own expense. Buyer is responsible for the items once bidding is complete. Parker County and Auction Company are not available for load out assistance.