

# Terms & Conditions

## Contact Information & Auction Location:

William Crenshaw – [\(901\) 486-6828](tel:9014866828) – Equipment Information

Michael Crenshaw – [\(901\) 383-0051](tel:9013830051) – Equipment Information

Kathy Crenshaw – [\(901\) 848-0518](tel:9018480518) – Office Information

DJ Crenshaw – [\(901\) 603-5446](tel:9016035446) – Office Information

Email: [crenshawauction@yahoo.com](mailto:crenshawauction@yahoo.com) & [CrenshawTractor93@yahoo.com](mailto:CrenshawTractor93@yahoo.com)

**Auction Address:** [1000 Southern Celebration Blvd., Robinsonville, MS 38664](#)

(20 Miles South of Memphis)

**Directions:** Exit off I-55 onto I-69S/304W, follow Hwy 304 until its dead ends into Hwy 61S. Follow South to 1<sup>st</sup> red light, turn west (right) 2.5 miles. Turn right at the light onto the auction yard. Signs are posted.

## Registration:

Each onsite buyer must present a valid driver license to register. A bid number must be obtained from CAC to bid.

## Bidder Verification & Qualification for Internet Buyers:

All new online bidder registrations will need to register a credit card as a form of identification. Your card will be charged \$150 to verify and immediately refunded. You must be 18 years old to bid on any item. Internet bidders must follow the platform providers rules. The platform providers may act against a registered user for their conduct and reserve the right to exclude any company/individual from access to our services if they deem their actions to be inappropriate.

## User Conduct:

User is solely responsible for all conduct and transmissions that take place under its Username and password. Without limiting the foregoing, User represents,

warrants, and covenants that its use of the Services and the Website shall not: (a) violate any applicable local, state, national or international law, statute, ordinance, rule, or regulation. Without limiting the foregoing, User represents, warrants, and covenants that it will not sell or buy any assets that may not be lawfully offered for sale or purchase in the United States and that User will not export from the United States any asset in violation of U.S. law. Certain items offered for sale at an auction may constitute 'Restricted Technology.' Under federal law, such items may not be shipped outside of the United States. Online bidding platform makes no representation or warranty concerning, and has conducted no investigation to ascertain which items, if any, constitute Restricted Technology; (b) interfere with or disrupt computer networks connected to the Service or the Website; (c) impersonate any other person or entity, or make any misrepresentation as to User's employment by or affiliation with any other person or entity; (d) forge headers or in any manner manipulate identifiers in order to disguise the origin of any User Information; (e) interfere with or disrupt the use of the Services or the Website by any other User, nor "stalk", threaten, or in any manner harass another User; (f) upload, post, transmit, publish, or distribute any material or information which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of the Services, the Website, or that of other computer systems; (g) use the Services or the Website in such a manner as to gain unauthorized entry or access to the computer systems of others; (h) upload, post, transmit, publish, or distribute any material or information which constitutes or encourages conduct that would constitute a criminal offense, give rise to other liability, or otherwise violate applicable law; (i) upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable; or (j) reproduce, copy, modify, sell, distribute, or otherwise exploit for any commercial purposes the Services or the Website, or any component thereof (including, but not limited to any materials or information accessible through the Website).

### **Buyer Conduct:**

In addition to those other obligations set forth herein, Buyer acknowledges and agrees that by placing a bid on an asset, Buyer represents, warrants, and covenants... (a) that it shall not misrepresent its ability to close the transaction pursuant to the terms and conditions of sale, and in accordance with these Terms and Conditions, (b) that it has the capacity to close the transaction, (c) that it has actual authority to enter a bid, and to enter into an agreement to purchase the asset, and (d) that any bid that it makes on an item constitutes an irrevocable offer to buy the item for the full amount of the bid. Online bidding platform may, in its

discretion, offer the assets for sale by the piece or by the lot. In addition, online bidding platform may augment this auction with assets from various sellers. These assets may be interspersed throughout the auction. The seller has the right to remove assets from the auction either before or after bidding has completed. In the event of a removal after bidding has been completed, the purchaser's sole remedy shall be the refund of any purchase price actually paid. Online Bidding platform will announce any additions to or deletions from the catalog on the day of the auction. Online bidding platform and the seller assume no responsibility for and make no representations or warranties concerning, descriptions of assets contained in marketing materials for the auction. It is the bidder's obligation to verify such descriptions prior to the auction. Neither online bidding platform nor seller shall be liable for any damages of any type or nature (whether in contract, tort, or otherwise) sustained or claimed by any bidder or any other person or entity in connection with the auction. Without limiting the foregoing, in no event shall online bidding platform liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder has actually paid to online bidding platform as a deposit or as payment for a purchased item.

### **Auction Terms:**

Crenshaw Auction LLC DOES NOT GUARANTEE HOURS, MILES OR USAGE. Each & every lot is sold "AS IS – WHERE IS". The auctioneer provides no guarantees or warranties whatsoever, expressed, or implied, in respect of the equipment contained in or constituting a lot. All representations made by the auctioneer, as well as their respective employees or agents, are to be considered lay opinions only and the auctioneer shall not be held liable for any purchases made by a buyer.

The buyer agrees to ensure the equipment or item purchased against all losses from the auction date until removal of the equipment by the buyer. The auctioneer shall have no responsibility or liability whatsoever for or pertaining to the equipment or items purchased once the buyer has been determined the successful bidder. Crenshaw Auction Company LLC is not responsible for internet failure or any disruption in internet service.

### **Inspection Times:**

The auction yard is open the week prior to auction day for equipment inspections, Monday – Friday, 8:30am to 4:30pm. Inspections are encouraged! **DO NOT BID** unless you have determined the condition of the item/lot from your **OWN**

examination. All information was obtained from sources assumed to be correct but is not guaranteed by CAC LLC.

### **Mississippi Sales Tax:**

MS Sales Tax (7%) will be charged on all purchases unless you present one of the following documents, Resale Certificate, or current (2021) Farmers Affidavit. We honor MS Farmer affidavit (1.5%) on “farm machinery” only. Sales tax will NOT be charged on titled items/lots purchased. Buyer will be responsible for paying sales tax when item is tagged in your home state.

### **Mississippi Trauma Fee:**

The state of Mississippi charges a \$50 trauma fee on all motorcycles, ATV, and Side by Sides purchased. This fee is payable to the state. Dealers with resale certificates on file are exempt.

### **Buyer's Premium**

Onsite buyer's premium is 1%.

Online buyer's fee is an additional 3%.

(Buying via the internet results in 4% total buyer's premium)

### **Payment Instructions:**

We accept cash, Good Check, credit card (3.5% convenience fee) or wire transfer. (New bidders paying with a check must present a letter of credit from their bank.) All buyers paying with a check must have a valid driver license. Cashier Checks will be accepted with current bank LOC and valid driver license. All onsite purchases must be paid for on the day of the auction, NO EXCEPTIONS! All internet purchases must be paid for within 48 hours of auction via wire transfer.

### **Titled Lots:**

## **\$25 Title Processing Fee**

Notice to title lot buyers! If CAC office staff is not notified as to how the titles are to be filled out at the time of purchase, the titles will be filled out **EXACTLY HOW YOUR NAME & ADDRESS APPEARS ON YOUR INVOICE**. No changes to the titles can be made after the title is filled out. All titles (as settled upon) will be certified mailed after 10 banking days.

### **Removal:**

Payment of purchased items must be made in full prior to removal. Items may be removed from the auction site Sunday – Wednesday, 8:30am to 4:30pm, the week following the auction. If special arrangements are needed please let us know.

### **Trucking:**

Contact Bill Randall @ 256-679-6349

## **Announcements made on Auction Day supersede all printed material.**

If you need any assistance, please contact us! We are happy to accommodate you with any situations! We appreciate your business!

### **Disclaimers:**

- All property is sold “AS IS,” “WHERE IS,” with NO GUARANTEES or WARRANTY’S EXPRESSED or IMPLIED, and ALL SALES are final. All items are described to the best of our knowledge. Bidder agrees that everything is sold as is and that they may not return any item they purchase. Bidder shall be the sole judge of value. It is the bidder’s responsibility to determine condition, age, genuineness, value or any other determinative factor. All information on our website, media outlets and at the auction are for recipient’s convenience. Crenshaw Auction LLC may attempt to describe merchandise but makes no

representation for it. Crenshaw Auction LLC will not be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose.

- Auction day, Crenshaw Auction LLC will do our best to describe in detail each item and any pertinent information about it. We will not be responsible for any errors or omissions in the description of the merchandise unless it is a material and intentional misrepresentation of the item itself.
- Bidders who bid from off site and are not present at the live auction understand and acknowledge that they may not be able to inspect an item as well as if they examined it in person.
- Crenshaw Auction LLC is providing internet live bidding as a service to bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. Under no circumstances shall bidder have any kind of claim against Crenshaw Auction LLC or anyone else if the internet service fails to work correctly before or during the live auction. Crenshaw Auction LLC will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should use the proxy-bidding feature and leave their maximum bid 24 hours before the auction begins. Crenshaw Auction LLC reserves the right to withdraw or re-catalog items in this auction. Buyer is responsible from time of sale and will not hold Crenshaw Auction LLC responsible for any liability, resulting from theft, accidents, or fire. Items purchased and not picked up after 30 days will be retagged to buyer and sold. Items listed are subject to prior sale, as we buy, sell and trade daily. Announcements made Day of Sale supersede all printed material. Descriptions and hours are believed to be correct, but not guaranteed.
- Crenshaw Auction LLC is not responsible for malfunctions or system errors, which cause a bid or bidder to fail to be recognized or registered. The auction company will not be liable for any faulty equipment, failure of equipment, faulty software, failure of software, lack of internet service connections or signals, or failure for any online bids that are not relayed on time to the auction company. The auction company reserves the right to the extend bidding, without any notice to online bidders.