1. By registering a bid or placing a bid in a Hoot ‘N Holler Auctions llc. auction whether it is in person, online, phone, fax or email, you accept and agree to the following terms and conditions and understand you have entered into a binding contract to purchase that item or items. Any notices, posted or oral during the sale, are also part of the terms of the sale.
2. NO BIDS will be accepted by phone, fax, or email after 9am on the day of the auction. There will be no changes allowed during the live auction. No alteration will be accepted after 9am on the day of the auction. Bidders phoning in are not allowed to alter written or absentee bids during the live auction. Absentee bids in any form are legal and binding contracts and must be honored.
3. All items are sold as-is, where-is, with no guarantees. Written or oral descriptions are our opinions only. It is strongly recommended that potential buyers personally inspect items and base their bides on their own opinion and observations. All sales are final, and no refunds will be issued.
4. Payment - Live bidders must pay before leaving the auction; absentee bidders must pay within 3 business days upon notice of successful bid(s). Payment may be made by cash, check or credit card. If a bidder is paying by check and is not a preferred customer, their photo may be taken, and pick-up purchases may be delayed until the check clears. A 5% fee will be applied to all credit card and debit card purchases.
5. Absentee Fee – a 10% Absentee Fee will be added to the purchase price for all absentee bids plus and packing, handling, insurance and shipping costs. Absentee bidders must pay within 3 business days upon notice of successful bid(s). If another form of payment is not received within 3 business days of the close of the auction, the bidder’s credit card on file will be charged.
6. Any items that have not be either picked up or requested that they be shipped, paid or unpaid, within 5 days of the close of the auction will incur storage and handling fees for each item at a rate of $5 per day per item. At the end of 30 consecutive days from the close of the auction, the property will be considered abandoned and become the property of Hoot ‘N Holler Auctions llc. Any and all monies paid by the bidder at this time will be forfeited.
7. We reserve the right to withdraw any property from the auction prior to sale and reject a bid from any bidder.
8. On the fall of the auctioneer’s hammer, the highest bidder, as acknowledged by the auctioneer, will have purchased the offered lot. Bidders attending the auction will take precedence in the event of a tie. The purchase is subject to the terms of the sale and is the full responsibility of the buyer (successful bidder). The auctioneer is the sole judge in the event of a disputed lot. The auctioneer may reopen the bidding at his/her discretion to determine the successful bidder, reoffer and resell the lot in dispute or pass on the lot.
9. If we are prevented by fire, theft, or any other reason from delivering any property to the purchaser, the liability of Hoot ‘N Holler Auctions llc. is limited to the sum actually paid by the buyer.
10. Bidder’s terms and conditions are subject to change at the discretion of Hoot ‘N Holler Auctions llc.