

d.p. Martin Associates LLC
Turning Idle Assets Into Cash Since 1979

**We hope you have an enjoyable and fun buying experience with us.
Please take a moment to review the terms of today's sale.**

- 1) **Preview Open House:** You are invited to attend our onsite inspection Saturday December 13th 3-8 pm at the former Yadegar Rugs and Antiques Store, 1622 Beacon St, Brookline, MA 02446. Inspection is also open 1 hr prior to sale on December 14th. Auction items can also be viewed on line at www.martinassociates.com.
- 2) **On Site Bidders Deposit-** \$100. by cash or MC / VISA bidders deposit will be required at registration on site. (On line purchasers are bound by credit card). If no purchase is made this deposit is refundable.
- 3) **Buyers Premium-**
 - a) **Onsite-** A 15% premium will be added to all purchases.
 - b) **Online-** A 20 % premium will be added to all purchases.
- 4) **Payment-**All bills must be paid in full day of the sale by Cash, Certified funds, MC, VISA. Wire transfers accepted when pre-auction arrangements are made. Personal and business checks will ONLY be accepted if accompanied by a bank letter of guarantee, (see PDF downloads) or when pre-approved by the auctioneer PRIOR to sale. A discount of 3% will be applied to all purchases paying in cash. No products can be removed until full payment is received.
- 5) **Refunds & Charge backs-**All items are sold as is where is with no warranty or guaranty. Under no circumstances are refunds or charge backs allowed. **CHOOSE WISELY.**
- 6) **Sales Tax-**All purchases are subject to Massachusetts 5% sales tax.
- 7) **IMPORTANT- EXEMPTION REQUIREMENTS:**
 - a) **ONLINE BIDDERS** MUST FAX TAX EXEMPT STATUS to (603)887-6677 no less than 24 hrs. prior to sale. Tax forms must include your bidder number and sale date. See PDF downloads.
 - b) **ON LOCATION BIDDERS** MUST PROVIDE REQUIRED TAX EXEMPT DOCUMENTATION at registration. See PDF Downloads for requirements.
 - c) **MA RESALE VENDOR exemptions:** On site sales are exempt only when faxing a MA form ST-4 and validating with a form ST-1 showing state registration.
 - d) **OUT OF STATE RESALE VENDOR exemptions:** Vendors may be exempted from sales tax IF: vendor provides a statement, on the purchaser's letterhead or with a business card attached, signed by the purchaser under the pains and penalties of perjury. This statement must declare that:
 - (1) The purchaser is not engaged in business in Massachusetts within the meaning of G.L. c. 64H, § 1(5) and,
 - (2) The purchaser is purchasing the property solely for resale in the ordinary course of its business.
 - (3) If the purchaser is registered to do business in another state, a copy of that registration or permit must be attached to the statement. (Per MA DOR DIRECTIVE 89-10).
 - e) **NON PROFIT Exemptions:** On site sales are exempt only when the purchaser fills out a MA form ST-5 and then validates it with a form ST-2 showing they are registered with the state. FOR Non-PROFITS

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- 8) **Changes-**The auctioneer reserves the right to add items to the auction. Split or combined lots. Cancel, suspend, extend or reschedule auction event. Make changes to the auction closing times or inspection or removal times
- 9) **Winning Bidder Notification:** You will be contacted by email ONLY (you are responsible for checking your email) If you feel you have won an item and have not received an email you must notify us by email no later than 9am the next day. If you do not receive a paid email invoice then you did not win any items at the online auction.
- 10) **Conditions of Sale-** All items are sold "AS IS, WHERE IS, with NO WARRANTY expressed or implied. Descriptions are believed to be accurate but not guaranteed. The auctioneer shall not be responsible for the correct description, authenticity, genuineness of, or defect in any lot, and makes no warranty in connection there-with. No refunds or charge backs will be allowed.
- 11) **Removal-**Successful bidders are expected to pay in full and remove all purchases day of sale. Out of area (on line) purchases must make arrangements with a shipping company of their choice for pick up, transportation and delivery of their purchases at the buyer's expense. All purchases not picked up by December 19th will be considered abandoned property and the Auctioneer will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchase. The buyer agrees to pay all deficiencies, legal, collection; transportation and storage expenses associated with delinquent accounts or abandoned items.
- 12) **Claims:** Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled either in Small Claims Court if the dispute in question amounts to less than \$5,000, or by means of arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association if the dispute amounts to more than \$5,000. In the event of arbitration, judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In the event of a bidder default and /or chargeback bidder agrees that dp Martin Associates llc may collect payment for items, including cost associated with items to be relocated, discarded or stored, either by arbitration small claims court or state court at dp Martin Associates llc discretion, and that any judgments awarded may be applied to the bidder personally or corporately.
- 13) **Limitations:** The above-stated terms and conditions of Sale cannot be altered except in writing by the Auctioneer.
- 14) **Personal and property risk-**Persons attending during exhibition, sale or removal of goods assume all risk of damage of or loss to person and property and specifically release the auctioneer from liability therefore. Neither the auctioneer nor this principal shall be liable by any reason of any defect in or condition of the premises on which the sale is held.
- 15) **Buyer agrees upon registration to bid he/she has seen and agrees to terms and conditions of sale.**