

Sale Name: Small Animal & Exhibition Stock Online Auction 3-17-23

LOT 1 - Please Read All Terms & Conditions Before Bidding!



Description

Terms Of Sale

Effective As Of 7/1/22 - There Will Be \$.42 (42 Cents) Added To All Sheep Purchases.

Any Lots Marked As Fertile Or Bred Come With No Guarantees. All Bottle Fed Calves Not Picked Up On Friday Night Will Have A \$10.00 Feeding Charge Added - Effective 3-4-22. Some Small Animals May Require Permits To Own Or May Not Be Allowed To Be Owned As Pets Where You Live. It Is The Responsibility Of The Buyer To Know What Is Allowed In Your State. All Animals Are Sold As Is With No Guarantees.

All Animals Are Sold As Is. Once They Have Left Our Possession And Our Facility They Are The Responsibility Of The Buyer. No Refunds Will Be Given. If We Have Made A Mistake Or Something Happens Before Any Animal Leaves Our Facility We Will Make It Right.

Terms And Conditions For This Auction: (please Note Terms And Conditions May Differ For Each Event And Are Subject To Change)

1. Buyers Premium: There Will Be A 10% Buyers Premium Added To All Purchases.

2. Registration: Bidders Must Enter A Valid Visa, Mastercard Or Discover Card Along With Required Contact Information. You Will Receive A Bidder Number Via Email.

3. Payment: Buyers May Pay With Cash, Check Or Credit Card During The Pick Up Times. If You Have Not Picked Your Items Up By 11:00 Am Saturday Following The Auction Or Have Not Made Other Arrangements Your Credit Card On File With bid.rogersohio.com Will Be Charged For Your Purchases. Be Sure To Have An Available Balance On Your Credit Card For Your Online Purchases. Rogers Community Auction Inc. Has The Right To Pre-authorize A Bidders Credit Card, Deactivate The Account Or

Cancel The Bids Of Any Bidder, For Any Reason, At Their Sole Discretion As All Of Our Online Auctions Are "with Reserve" Auctions.

Non-payment / Pickup: Any Purchases Not Paid For Before The End Of The Listed Pick Up Times Will Be Charged To The Buyers Card On File And The Animals Will Be Taken Care Of At A Rate Of \$10 Per Animal Per Day. If The Lot Is Not Picked Up Or Arrangements Made Before The Follow Wednesday At 4:00 PM The Lots Will Be Put In The Next Auction And Resold. Any Feeding Expenses Incurred Will Be Charged At That Time.

4. Sales Tax: A Sales Tax Of 7.25% Will Be Collected From All Ohio Buyers For Items That Qualify. If You Have An Exemption Tell The Office When Paying.

5. Removal: This Is An Online Only Auction. Do Not Bid If You Are Not Able To Pick Up Your Items During The Indicated Removal Time(s). No Refunds Or Chargebacks Will Be Granted. After The Scheduled Removal, Items Left Will Be Considered Abandoned. The Amount Of Your Purchase Will Be Surrendered As A Removal Fee Up To The Total Amount Of Your Purchase For Disposal Of Your Item(s). Buyer(s) May Arrange For Moving Services With Insured Moving Company. If There Is An Emergency, Please Call The Main Number At 330-227-3233 Immediately As Any Items You Leave At The Pick-up Are Considered Abandoned And Ownership Reverts Back To The Seller. We Will Not Allow Other Parties To Remove Items That Appear "abandoned."

6. Shipping: No Shipping.

7. Our Commitment To The Customer: We Appreciate Your Business But Also Your Understanding. Our Seller(s) Are Not Responsible For Paying Extra Handling Charges Incurred By Us For Your Items. Buyers Are Also Asked To Consider That If They Were Purchasing At A Live Auction, They Would Usually Be Required To Remove All Items Auction Day. We Want A Win/win For Sellers And Buyers And We Ask That You Abide By Our Terms And Conditions.

8. Pickup Of Assets: Bidders Are Responsible For Their Own Removal. Any Item Not Picked Up By The Set Time Will Be Considered Abandoned. Removal Shall Be At The Expense, Liability, And Risk Of The Purchaser. Purchases Will Be Released Upon Presentation Of A Paid Email Receipt. Please Insure That Movers Or Anyone Picking Up Items On Your Behalf Have Your Paid Receipt At The Pickup Location. Bidder Further Agrees To Be Held Personally Responsible For All Purchases Made On Their Bidder Number, And Agrees That Bidder Will Not Charge Back Items Which Are Not Picked Up During The Published Removal Times. Buyer Authorizes Rogers Community Auction Inc. To Release Buyer's Assets To Any Individual In Possession Of The Buyer's Sales Receipt. Buyers Are Prohibited From Soliciting Moving And Labor Services From Other Buyers. Rogers Community Auction Inc. May Refuse To Allow Third Party Individuals To Assist Buyers If They Feel They Are Unprepared Or Not Equipped To Move Items. Shirt And Proper Footwear Is Required. If You Present A Hazard To Yourself, The Building Or Others At The Auction You May Not Be Permitted To Move Items. An Auction Pick Up Is Not A Place For Small Children. The Auction Company Staff Does Not Provide Moving Services Or Tools. Please Be Prepared To Move All Items Out Of The Building First, Then Pack And Sort Your Items! Buyers May Be Required To Produce Id For Various Security Reasons. Please Have Your Id With You At All Times. All Buyers Accept That Pickup May Be Electronically Recorded And Monitored.

9. Order Of Assets: Buyers Of Large Items Agree To Wait To Allow Other Buyers To Remove Their Items Due So As Not To Damage, Hinder Or Delay Other Buyers From

Pick Up. Buyers Of Items Such As Shelving Are Solely Responsible For Re-locating Other Buyers Items If They Are In Or On A Piece Of Furniture And Are Responsible For Any And All Damages Or, They May Wait For Said Items To Be Collected By The Other Buyer(s).

10. Bidding Errors: Please Be Aware That Many Bidders Routinely Increase Their Own Bid To Price An Item Out Of Reach Of Other Bidders. You Should Immediately Review Your Bids Before Submitted. We Will Not Reverse Bids That Have Caused Another Bidder To Be Outbid. If You Bid On The Wrong Item We Will Not Reverse Your Bid. Please Make Sure And Review All Bids Before Submitting. We Will Not Reverse Bids After The Auction Has Begun To Close, No Exceptions.

11. Maximum Bids: If You Increase Your "maximum Bid" While You Are The High Bidder, The System Will Increase Your Original Bid By One Increment As The System Interprets This As "another Bid". To Avoid This, Wait Until You Are "out Bid" To Place A New Bid Or Maximum Bid. If You Are Immediately Outbid When You Place Your Bids, Then You Are Likely Bidding Against A Maximum Bid And It Will Be So Indicated. Many Of Our Buyers Use Maximum Bids As They No Doubt Have Seen The Convenience And Do Not Risk Missing The Opportunity By Placing Only Real Time Bids On Items. Click On The "refresh Link" Often To Be Sure You Are Seeing Current Data.

12. Gross Bidding Errors: If You Mistakenly Increase Your Own Bid, Place Your Bidder Number In The Bid Field, Or Make A Gross Error You Must Immediately Contact Our Office By Email At Rogers.auction@gmail.com Or Call 330-227-3233. Communication Of The Error Does Not In Itself Resolve The Error. Rogers Community Auction Inc. Will Attempt To Address The Bidding Error.

13. Staggered Closing: The Online Auction Closes 3 Items Per 1 Minute Intervals. This Feature Works Great With The Auto-extend Feature To Closely Emulate A 'live' Auction.

14. Dynamic Closing: The Closing Time Of An Asset Is Automatically Extended An Additional 1 Minute Whenever A Bid Is Placed Within The Last 2 Minutes Of The Asset's Closing Time To Allow Bidders To Bid And Will Continue Until Bidding Ceases.

15. Bid Notification: If You Have Been Outbid You Will Be Notified By Email Up To The Time That The Auction Begins To "close". Please Check Your Spam Folder If You Did Not Receive Outbid Notices Or Your Invoice! To Quickly Review Your Bids And See If You Have Won You Can Utilize The 'review Bids' Feature. Items That You Have Been Outbid On Will Be Clearly Marked.

16. 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 9 Am The Next Day. If You Do Not Receive An Invoice Then You Did Not Win Any Items At The Online Auction. Note: It Takes Time To Process Invoices So Plan On Up To 1 Hour After The Auctions Close To Receive Your Invoice.

17. Bidding Notifications: The System Sends Out Various Notifications Which May Include "outbid" Notices These Notices Are Not Sent After The Auction Begins To Close. The Auction Company Does Not Guarantee These Automated Communications And Are For Bidders Convenience Only.

18. Non-delivery: In The Event An Item Is Not Available For Pickup, The Buyer Must Notify Our Onsite Staff And File A Claim By Replying To Your Original Emailed Invoice

Noting What Was Not Available Within 24 Hours Of The Pickup Date. After 24 Hours, The Auctioneer And Buyer Agrees That There Is No Grounds To Claim Non-delivery Of Item.

19. Auction Description: For Demonstration Purposes Various Equipment May Be Joined. Do Not Assume A Lot Consists Of More Than One Item Simply Because They Are Connected Or Pictured Together. Please Inspect The Lot Numbers And Read The Descriptions. . Catalog Discrepancies: You Are Bidding On The Described Item Not The Photograph, Occasionally The Wrong Photo May Be Displayed. The Photo May Also Depict Other Items That Are Not Included. Always Read The Item Description. Vehicle Inspections: As A Condition Of Referencing Any Inspection Report Provided, Bidders Are Responsible For Their Own Physical Inspection. Any Documented Inspection Or Description Is Opinion, Not Fact And Does Not Constitute A Warranty Of Any Kind. If A 3rd Party Vehicle Inspection Is Provided, It Is Done As A Courtesy To Our Bidders And Is Opinion, Not Fact. Bidders Also Understand That The Inspection Was Performed On A Specific Time And Date And May Not Reflect The Vehicle Upon Purchase. All Vehicles Are Available For Bidders Physical Inspection(s) At Scheduled Time(s) And Bidders Agree To Conduct Their Own Physical Inspection And Are Buying The Property "as-is, Where Is". Buyer Holds Rogers Community Auction Inc. And Their Third Party Vendor Harmless In Any And All Cases And May Not Rescind Offer To Purchase For Any Reason, Including But Not Limited To Information They Consider Erroneous In The Inspection Report Or Any Other Descriptive Information Given Which Pertains To The Item.

20. Warranty & Condition Of Items Sold: All Items Are Sold "as Is, Where Is, With No Warranty Expressed Or Implied. Descriptions Are Believed To Be Accurate But Not Guaranteed. When You Are Not Certain Of The Condition Or Use Of An Item Please Bid Accordingly. Rogers Community Auction Inc. Is Not Responsible For The Use Or Misuse Of Items, Infestation And Pathogens, Environmental Harm Or Any Injury Or Harm Caused By Items Purchased.

21. Buyer Default: If A Bidder(s) Defaults At An Auction, The Auction Company May, At It's Option, Contact The Backup Bidder(s) For An Offer But Has No Legal Obligation To Do So.

23. Damage: Any Damage Caused By A Buyer During The Preview, Or During The Period Of Removal Is At The Expense Of The Buyer. Their Information Will Be Given To The Seller Upon Request And They Will Be Held Liable For Any Damages.

24. Important! Rogers Community Auction Inc. Will Have The Option Of Reselling, Removing, Storing Or Abandoning, At The Expense And Risk Of The Buyer, Items Not Paid For And/or Removed Within The Specified Time Of Pick Up. The Buyer Agrees To Pay All Deficiencies, Legal, Collection; Transportation And Storage Expenses Associated With Delinquent Accounts Or Abandoned Items. The Auction Company Has No Obligation To Store, Handle, Track Or Move Items That Are Not Picked Up And Therefore Considered Abandoned.

25. Choose Wisely: We Want Every One To Get A Good Deal And Most Will. However, When You Bid On The Wrong Item Or Decide An Item Is Not Suited For Your Intended Use, Our Seller(s) Are Not Willing To Assume The Cost Of Your Mistakes. When In Doubt About Condition, Completeness Or Suitability For Intended Use, Please Bid Accordingly.

26. Reserve Auction: All Rogers Community Auction Inc. "online Auctions" Are "reserve" Auctions. Therefore The Auction Company Reserves The Right To Establish Or Change Bidding Increments, Remove Items From The Auction, Split Or Combine Lots, Add Minimum Bids Or Reserve Prices, Cancel, Suspend, Extend Or Reschedule An Individual Item And Or Auction Event. Suspend Or Cancel The Bidding Of Any Buyer At Any Time. Change, Modify, Delete Or Add To Descriptions, Photos. Change Auction Closing Time, Inspection Or Removal Times. Rescind The Sale Of Any Or All Items Regardless Of High Bid Upon Auction Conclusion. Rogers Community Auction Inc. Permits The Registration And Bidding Of Any Party As Long As They Meet The Registration Requirements And Terms And Condition Including Sellers, Members, Owners, Employees And Associates Of Rogers Community Auction Inc. The Auction Company Is Not Responsible For Technical Or Communication Problems, Website Outages, Browser Incompatibility Or Any Connectivity Issues. Items For Sale By Court Ordered Bankruptcy Are Subject To The Approval Of The Appointed Trustee And Bankruptcy Court.

27. Claims: Any Controversy Or Claim Arising Out Of Or Relating To This Contract And/ or Agreement, Or Breach Thereof, Shall Be Settled By Means Of Arbitration In Accordance With The Commercial Arbitration Rules Of The American Arbitration Association. In The Event Of Arbitration, Judgments Upon The Award Rendered By The Arbitrator(s) May Be Entered In Any Court Having Jurisdiction Thereof. Venue In Either Case Will Be Columbiana County, Ohio, Usa.

28. In The Event Of A Bidder Default And /or Chargeback Bidder Agrees That Rogers Community Auction Inc. 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 Rogers Community Auction Inc. Discretion, And That Any Judgments Awarded May Be Applied To The Bidder Personally Or Corporately.

29. Liability: Auctioneers And Sellers Liability Shall Be Limited To The Refund Of Bidders Purchase Price.

30. Privacy: Rogers Community Auction Inc. Will Not Sell Bidders Information. Bidders Who Register Consent To Be Contacted Or Emailed Auction Notifications For All Rogers Community Auction Inc. Auction Events. To Be Removed From Our Database, Reply With "remove" In The Subject Line Of The Email. You Do Not Need To Subscribe To Our Email List If You Are A Registered Bidder. If You Wish To Re- Subscribe, Simply Enter Your Email Into The "subscribe Email Field" At Our Website. Note: Never Give Your Password And Bidder Number Out To Anyone. If You Forget Registration Information, Click On The "register" Tab And Follow The Directions For A Lost Bidder Number Or Password.

31. Limitations: The Above-stated Terms And Conditions Of Sale Cannot Be Altered Except In Writing By The Auction Company. Terms And Conditions May Change From Auction To Auction And Are Agreed To Electronically By Bidders Upon Registration. Terms And Conditions Are Designed As General Guidelines And May Not Cover Every Possible Scenario. Rogers Community Auction Inc. Is Not Responsible For The Fraudulent Or Unauthorized Use Of Your Bidder Number And Bidding Account. Bidders Are Responsible For The Security Of Same. If You Feel Someone May Possess This Information, It Is Suggested That You Change Your Password Immediately. Buyers Agree That They Have Reviewed And Agree To All Terms And Conditions Of The Auction. These Terms And Conditions Constitute An Enforceable And Binding Electronic Agreement Upon Their Electronic Acceptance By The Bidder. Online Auctions Is Conducted Via The Website Entitled [Http://rogersohio.hibid.com/auctions/](http://rogersohio.hibid.com/auctions/)

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Quantity: 1



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