

**Must be a licensed Tobacco Dealer or Wholesaler to Participate**

[CLICK HERE](#) to View the Online Bidder Registration.

**ONLINE AUCTION, TERMS, PAYMENT DETAILS & REMOVAL DEADLINES**

Auction Begins: January 23, 2019 1:00 p.m. CT

Auction Ends: February 13, 2019 1:00 p.m. CT

**Property Location, Live Preview & Pick-up Location:**

**Preview Date:** February 6, 2019

**Preview Time:** 10:00 a.m. to 2:00 p.m.

Select Van Storage  
8006 J Street  
Omaha, NE 68127  
POC: Karen Shepherd  
(240) 492-3427 Office  
(540) 840-9609 Cell

**REGISTRATION:**

Persons wishing to participate in the bidding process of the sale are required to complete a Bidder Registration Form located within the auction information, PDF titled "Bidder Registration Form". **Only Licensed Tobacco Dealers or wholesalers may register to bid.** A copy of the Bidder's Tobacco Dealer's License must be submitted together with a completed Bidder Registration and Application Form to Rick Levin & Associates, Inc.

This information should be sent via email to: [lissette@ricklevin.com](mailto:lissette@ricklevin.com), contact Lissette Torres at (312)214-6304.

**All registration and application forms, and copies of Tobacco Dealer's Licenses must be received before being allowed to bid. ATF, VSE Corp, and RLA, Inc. have the right to deny any potential bidder's application. There is no right to appeal the decision to deny an application. If your application is approved, authorization to bid will be sent to the applicant's email.**

In order to comply with the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C 552 (2000)), publication of bid results on The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) website will include the following: lot number, lot description, purchase price, and successful bidder's name.

## **ONLINE AUCTION BIDDING:**

The auction will be hosted on the Rick Levin & Associates, Inc. website <http://www.ricklevin.com>. Bidders are solely responsible for their internet connectivity. The auction opens on January 23, 2019, 1:00 p.m. CT and closes on February 13, 2019, at 1:00 p.m. CT.

The winning bid and bidders are subject to The Bureau of Alcohol, Tobacco, Firearms and Explosives approval. Bank wire instructions will be provided to the successful bidder upon the approval of the winning bidder and bid amount.

In order to purchase any Lots at this auction which involves tobacco on which no State taxes have been paid, the bidder has to be able to lawfully possess or ship and transport untaxed tobacco. The Purchaser shall be responsible for any State and Local Taxes that are applicable.

This would involve situations where the bidder is a licensed State, stamping agent or wholesaler or a proprietor of Customs Bonded Warehouse or tobacco export permittee or intends to transport the tobacco in bond for export purposes. This also includes situations where the person can lawfully possess more than 10,000 cigarettes or more than 500 containers or packages of smokeless tobacco under the Contraband Cigarette Trafficking Act, 18 U.S.C 2341 et. seq.

The bidders are reminded that if they obtain more than 10,000 cigarettes or more than 500 containers or packages of smokeless tobacco and they cannot lawfully possess these commodities under the Contraband Cigarette Trafficking Act, they could be subject to prosecution which could include fines and imprisonment.

**All tobacco products being offered for sale under this auction are being sold "as is, where is."**

## **NOTICE:**

All items must be paid for in full prior to the time of removal. There will be no partial release of any lots at anytime without payment in full for all items purchased by the purchaser. Purchased items will be released upon presentation of an e-mail invoice and valid photo ID. All movers or anyone picking up items on a buyer's behalf must present the e-mail invoice and a valid photo ID before purchased items will be released. All items must be physically removed from the removal location during the scheduled times. Buyers must sign a receipt upon removal of their purchased items at the removal site as proof of receipt. All cost, responsibility and risk of such removal shall be borne by the purchaser. The purchaser shall use prudence in effecting such removal.

A bidder is bidding on the described item. Always read the item description. Descriptions are believed to be accurate but are not guaranteed.

Any controversy or claim arising out of or relating to these Terms and Conditions, or breach thereof, shall be settled solely by the Auctioneer. Auctioneer's and Seller's liability shall be limited to the refund of the buyer's purchase price as the sole and exclusive remedy of the buyer.

Each bidder agrees:

A. to indemnify and hold harmless the Auctioneer, VSE Corporation, and the Seller from any and all actions, causes of action, suits, damages, costs and losses of any nature, arising from the purchase or use of any items, or the attendance or participation of bidder or attendee, his agents or employees, at the preview/removal sites.

B. to pay in full for all items purchased before removing same from the removal location.

Every attendee at the preview/removal locations and premises at any time shall be there at his or her own risk with notice of the condition of the preview/removal premises and the activities thereon. No bidder shall have any claim against the Auctioneer, or the Seller, or their agents, employees or principals for any injuries sustained, nor for damages to, or loss of property of any bidder, which may occur from any cause whatsoever.

Each bidder agrees to indemnify and hold harmless both the Auctioneer and the Seller against any liability and damages claimed by any person or party caused by acts of the bidder while the bidder or attendee is on the preview/removal locations and premises.

Any dispute arising as to any bidding shall be settled by the Auctioneer at its sole discretion and the Auctioneer may put the Item in dispute up for sale again. The Auctioneer reserves the right to refuse any bid which it considers to be an insignificant advance over the preceding bid.

Purchases become the responsibility of and shall be at the risk of the Purchaser upon acceptance of his or her winning bid. It shall be the responsibility of the Purchaser to insure his or her purchases immediately. The Auctioneer shall not be responsible for loss or damage to any purchase.

All information describing items has been prepared as a guide only, based on information from sources believed to be reliable and from the Seller; however, its accuracy cannot be guaranteed or warranted.

No sale shall be invalidated, nor shall the Auctioneer be liable as a result of defects or inaccuracies in the description of any item. The bidder acknowledges that all items were available for inspection prior to the auction and that it is the bidder's responsibility to inspect all items and to make his or her own inquiries prior to bidding.

All statements printed in catalogues, ads, brochures, signs, on any website, as well as verbal statements made by Auctioneer, or its representatives, have come from the Seller, or other sources deemed to be reliable. Auctioneer assumes no responsibility or liability for representations made by Seller and shall have no obligation to verify or authenticate such statements or claims.

## **DYNAMIC CLOSING:**

Whenever a bid is placed within the last three minutes of the item's closing time, the closing time of that item will be automatically extended an additional three minutes.

## **FINAL PAYMENT:**

Full payment due by February 19, 2019 by 4:00 p.m. CT. Payment can be made by cashier's check or bank wire. Cashier's checks should be made payable to: Rick Levin & Associates, Inc. Should the winning bidder choose to pay by bank wire they will be provided the wire instructions by calling Lisette Torres at 312-214-6304. Property release may begin after full payment is received. **NO EXTENSION FOR FINAL PAYMENT.**

Electronic bank transfer for final payment of purchases must originate from an account of the registered bidder or the business the bidder represents. The transfer must include the bidders number. Any electronic bank transfers received from an account other than that of the registered bidder will not be accepted and will be returned to the originating bank. **BANK WIRES MAY TAKE UP TO 24 HOURS TO PROCESS.**

## **REMOVAL:**

**Removal must be completed by close of business February 28, 2019.** Removal can begin once a buyer has paid in full. Removal appointments should be coordinated with VSE representative Lawrence O'Brien at 703-317-2267. Appointments must be made beforehand with the warehouse (Select Van Storage) prior to property pick-up and release.

Select Van Storage, 8006 J. Street, Omaha, NE 68127  
POC: Karen Shepherd, Office (240) 492 3427, Cell (540) 840 9609

Buyer must present a photo I.D. at the time of property release. Should registered buyer wish to send an agent to pick up property, buyer must prepare and sign an authorization letter identifying the agent to act on his/her behalf, as well as provide agent with a copy of Buyer's photo I.D. Removal must be completed on or before the timeframe above or the buyer will be in default of the Terms of Sale and property will be resold by The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

**BUYER AND VENDOR MUST SIGN PROPERTY RELEASE DOCUMENT AND SUBMIT A COPY TO VSE CORPORATION AS PROOF OF DELIVERY TO BUYER. STORAGE ARRANGEMENTS AFTER REMOVAL DATE ABOVE ARE SOLELY BETWEEN THE BUYER AND STORAGE VENDOR. NO EXTENSIONS FOR PROPERTY RELEASE.**

**Buyer is responsible for all loading, equipment, and transportation required in order to remove property.**

**Auctioneer reserves the right to sell items not picked up or paid for by the allotted time, to the backup bidders.**