

## **SEALED BID AUCTION TERMS, PAYMENT & REMOVAL DEADLINES**

**Sealed Bid Deadline:** Tuesday, April 18, 2023 at 1:00 p.m. CDT

**Live Preview:** Thursday, April 13, 2023 from Noon – 2:00 p.m.

### **Live Preview & Pick-up Location:**

Rick Levin & Associates, Inc.  
20 E. Goethe, Unit 505, Chicago, IL 60610  
POC: Rick Levin  
(312) 440-2000 Office  
(312) 656 2025 Cell

### **Government Issued Photo ID required for entrance.**

Bureau of Alcohol, Tobacco, and Firearms and Explosives (ATF), Schroeder Moving Systems, and Rick Levin & Associates, Inc. (RLA-AUCTIONEER), have the right to deny any potential bidder's from bidding at any time during the auction process in their sole discretion. ATF in their sole discretion will have the right to accept or reject any and all bids and bidders prior to, during, and after the auction. ATF may require additional information from the winning bidder prior to acknowledging and transferring any asset sold to the winning bidder.

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.

### **AUCTION:**

Interested parties can email their interest in bidding to [Rick@ricklevin.com](mailto:Rick@ricklevin.com). A Bid form will be emailed back which can be used to submit Bids on. All items offered for sale under this auction are being sold "AS IS, WHERE IS", with no guarantees or warranties by Seller or Auctioneer.

**ALL ASSETS IN THIS AUCTION WILL BE SOLD IN ONE LOT IN BULK.**

### **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 sent to the high winning bidder from Auctioneer 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 locations 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(s), not the photo. Occasionally a wrong photo may be displayed. 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, Schroeder Moving Systems, 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 item, 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.

C. There shall be no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever in respect to the items offered at the auction. Each and every item will be sold "as is, where is". Specifically, but without limitation, Auctioneer makes no representation or warranty that any of the items:

A. conform to any standard in respect of safety, pollution or hazardous material or to any standard or requirement of any applicable authority, law or regulation, or

B. are fit for any particular purpose, or

C. are merchantable or financeable, or

D. are of any particular age, year of manufacture, mode, make or condition.

Bidder agrees he or she has satisfied himself or herself and is not relying on Auctioneer, nor is Auctioneer liable, for any matter in respect of the above. Bidder further agrees to repair, at his cost, any item purchased at the auction to a safe operating condition and, without limitation, to a condition which meets any standard or requirement of any applicable authority, law or regulation including those concerning any use to which the item may be put. Sales documents will be issued in the name of the registered bidder only.

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.

**FINAL PAYMENT:** Full payment due by Friday, April 21, 2023 by 3:00 p.m. CDT. Failure to provide full payment within such period will result in a buyer default, cancellation of the buyer's purchase(s). 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) 440-2000. 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 bidder number and all applicable auction sale lots. 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 Wednesday, April 26, 2023 by 3:00 p.m. CDT. Removal can begin once a buyer has paid in full. Removal appointments should be coordinated through RLA representative Rick Levin at 312 440 2000.

Winning bidder must provide own transportation to remove the property.

If winning bidder sends an agent to remove the property, that carrier must have a signed letter from buyer authorizing that person/company to receive the property.

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

ALL ITEMS WILL BE SOLD "AS IS-WHERE IS", WITH NO GUARANTEES OR WARRANTIES BY SELLER OR AUCTIONEER.