

Terms and Conditions – Rolling Stock

Auction Terms:

PLEASE DO NOT BID UNTIL YOU HAVE READ THESE TERMS AND CONDITIONS FOR ONLINE BIDDING ONLY:

Online Payment accepted by Wire Transfer, Visa and Mastercard. PLEASE NOTIFY YOUR BANK PRIOR TO USING ANY CREDIT/DEBIT CARDS (VISA AND MASTERCARD ONLY) TO AVOID ANY DELAYS IN PROCESSING ON SITE! For wiring instructions call 336-789-2926, ask for Susan. All successful online buyers must be available at the conclusion of the sale to make payment arrangements. All wire transfers must be scheduled with your bank on Monday, April 20th, 2015 before 12:00 PM EST to insure payment is transferred to Rogers Auction Trust Account by Tuesday April 21st, 2014. After 48 hrs Credit Card on file at time of registration will be charged if payment arrangements have not been otherwise made. If buyer does not pay in allotted time they will be banned from future City of Charlotte auctions. All items will be sold 'AS-IS' where is with all faults if any. Rogers Realty & Auction Co (Auction Company) nor the City of Charlotte (Seller) make any warantee whatsoever. A 5% administrative fee will be added to all bids.

Preview: April 17th, 2015 from 8am

til 4pm EST. We strongly encourage online bidders to preview the assets being sold.

All sales are final. No refunds will be given under any circumstances. No exceptions! Photos for online viewing and descriptions of rolling stock are not guaranteed to be correct. Buyer is responsible for determining the condition of all assets. Descriptions may change up to sale day!

Equipment must be paid for in full prior to removal. Drivers are required to have paid receipt for load out. No Exceptions! Yard will be open until 4PM day of sale, Monday, April 20th, Tuesday April 21st, Wednesday April 22nd, Thursday April 23rd and Friday April 24th from 8am til 4pm. Rogers Realty & Auction Company and the City of Charlotte will not provide loading or transportation. Buyer is responsible for all costs for loading and transportation.

Rogers Realty & Auction Co., Inc. is providing Internet pre-auction and live bidding as a service to bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against Rogers Realty & Auction Co., Inc., City of Charlotte or anyone else working with online connections if the Internet service fails to work correctly before or during the live auction. Rogers Realty & Auction Co., Inc. and the City of Charlotte will not be responsible for any missed bids from any source. Rogers Realty & Auction Co., Inc. and the City of Charlotte reserves the right to withdraw or re-catalog items in this auction.

RECORDS: The records of bookkeeper are final in case of a misunderstanding over the bid price. Auction will be taped.

TYPE OF AUCTION: All items will be sold absolute except for firetrucks which will be sold with reserve!

CATALOG: The auction catalog is subject to additions and deletions without prior notice. The auction company and the city of Charlotte is not responsible for accuracy of descriptions including, but limited to, make, model, horsepower, MPG, serial numbers, engine type, conditions or mileage. Catalog may be changed up to auction day.

BUYER ACKNOWLEDGEMENT: Buyer acknowledges that he/she has read and understands terms and conditions and will abide by all terms and conditions of sale.

ROLLING STOCK ONSITE TERMS: (Please review online terms for removal terms and preview day.) A 5% Administrative Fee will be added to all purchases. All items are sold AS IS, WHERE IS with no guarantees or warranties.

Rogers Realty & Auction Co., Inc. and the City of Charlotte, NC, will not be responsible for any guarantees or warranties or for the genuineness of the description of the items purchased. **ITEMS SELLING ABSOLUTE EXCEPT FIRE TRUCKS. THEY ARE SELLING WITH RESERVE!**

The City of Charlotte, Mecklenburg Co.

NC, reserves the right to add or remove any vehicle or piece of equipment, whether listed or printed in the brochure. Although statements printed in the program and those made by the auctioneer have come from what is thought to be reliable sources, purchaser must understand he/she is buying property entirely upon his/her own examination and opinion. The auction catalog and website is subject to additions and deletions without prior notice. The auction company is not responsible for accuracy of descriptions including, but not limited to, make, model, horsepower, MPG, serial numbers, engine type, condition or mileage. Descriptions may be changed up to auction day.

Payment is to be made directly to the City of Charlotte from the buyer on the same day as the auction. **PAYMENT TERMS INCLUDE CASH, CASHIERS CHECK, CERTIFIED CHECK, PRE-APPROVED BANK LETTER OF GUARANTEE STATING THE AMOUNT TO BE COVERED BY THE CHECK AND DEBIT/CREDIT CARDS (VISA AND MASTER CARD ONLY.) PLEASE NOTIFY YOUR BANK PRIOR TO USING ANY CREDIT/DEBIT CARD FOR PAYMENT IN ORDER TO AVOID DELAYS IN PROCESSING! See sample letter.**

After you are a successful bidder please report to the cashier area as soon as possible to conclude your transaction. No property may be removed from premises before making settlement in full day of sale. All sales will be conducted according to applicable state laws. All articles, items or vehicles shall be removed from the sale area by owner at their expense immediately following the auction. Buyers are responsible for all removal, loading, moving and hauling of all purchases. Auction company and/or the City of Charlotte does not have any way of loading vehicles/equipment. All vehicles must be removed within 5 business days following the auction. Any remaining vehicles will be charged a daily storage fee of \$25 (per vehicle) per day!

Titles to vehicles will be issued within ten (10) working days of sale date by USPS mail. Titles will not be given to the buyer on site. Any announcements made at sale regarding the condition of vehicles or other items being auctioned supersedes descriptions made in program. Rogers Realty and Auction Co., Inc. reserves the

right to refuse to register or to accept a bid from any person, corporation, partnership, joint venture, or other legal entity, which for any reason does not meet the sale terms. Subject to satisfactory payment by purchaser, at the fall of the auctioneer's hammer, ownership of item, articles or vehicle passes to the bidder designated by auctioneer saying 'sold' or otherwise declaring completion of sale. Thereupon the new owner assumes full responsibility for property purchased and agrees to the terms of the sale and further agrees to immediately sign a confirmation on the purchase price. ANY ANNOUNCEMENTS MADE DAY OF SALE SUPERSEDES PRINTED MATERIAL/WEBSITE INFORMATION.

UNIFORM

COMMERCIAL CODE: Section 2-328 of the UCC provides federal law regarding a sale by auction. The code reads that a sale by auction is complete when the auctioneer so announces by the fall of hammer or in other customary manner. A bid is a legal binding contract between bidder and auctioneer. Reopening a bid is at the sole discretion of the auctioneer. Failure to complete a payment in good faith, stopping payment on checks or refusing to pay for goods or assets purchased at auction may result in legal action against the buyer.

BUYER ACKNOWLEDGEMENT: Buyer acknowledges that he/she has read, understands, and will abide by all terms and conditions of sale. - See more at: www.RogersAuctionGroup.com -

Terms and Conditions – Police Unclaimed Auction

Auction Terms:

PLEASE DO NOT BID UNTIL YOU HAVE READ THESE TERMS AND CONDITIONS!

Terms and Conditions: ONSITE BIDDING! POLICE AUCTION WILL NOT BE OFFERED ONLINE!

Preview: April 25th, 2015 from 8am

til 10am EST. We strongly encourage bidders to preview the assets being sold.

All sales are final. No refunds will be given under any circumstances. No

exceptions! Photos for online viewing, descriptions and catalogs are not guaranteed. Buyer is responsible for determining the condition of all assets.

Rogers Realty & Auction Company and the City of Charlotte will not provide provide shipping. Buyer is responsible for all costs for loading and transportation.

Rogers Realty & Auction Co., Inc. and the City of Charlotte reserves the right to withdraw or re-catalog items in this auction. Catalog listing may be changed up to auction day.

RECORDS: The records of bookkeeper are final in case of a misunderstanding over the bid price.

TYPE OF AUCTION: All items will be sold absolute.

CATALOG: The auction catalog is subject

to additions and deletions without prior notice. The auction company and the city of Charlotte is not responsible for accuracy of descriptions of unclaimed property.

BUYER ACKNOWLEDGEMENT: Buyer acknowledges that he/she has read and understands terms and conditions and will abide by all terms and conditions of sale.

A 5% ADMINISTRATIVE FEE WILL BE ADDED TO ALL PURCHASES. All items are sold AS IS, WHERE IS with no guarantees or warranties.

Rogers Realty & Auction Co., Inc. and the City of Charlotte, NC, will not be responsible for any guarantees or warranties or for the genuineness of the description of the items purchased.

The City of Charlotte, Mecklenburg Co.

NC, reserves the right to add or remove any item, whether listed or printed in the brochure. Although statements printed in the program and those made by the auctioneer have come from what is thought to be reliable sources, purchaser must understand he/she is buying property entirely upon his/her own examination and opinion. The auction catalog and website is subject to additions and deletions without prior notice. The auction company is not responsible for accuracy of descriptions including, but not limited to, make, model, horsepower, MPG, condition, quality, gold/silver, or quality.

Payment is to be made directly

to the City of Charlotte from the buyer on the same day as the auction. PAYMENT TERMS INCLUDE

CASH,CASHIERS CHECK, CERTIFIED CHECK, PRE-APPROVED BANK LETTER OF GUARANTEE STATING THE AMOUNT TO BE COVERED BY THE CHECK AND DEBIT/CREDIT CARDS(VISA AND MASTER CARD ONLY.)PLEASE NOTIFY YOUR BANK PRIOR TO USING ANY CREDIT/DEBIT CARD FOR PAYMENT IN ORDER TO AVOID DELAYS IN PROCESSING! See sample letter.(You are required to present a new letter even if you participated in the previous week's auction.)

After you are a successful bidder please report to the cashier area as soon as possible to conclude your transaction. No property may be removed from premises before making settlement in full day of sale. All sales will be conducted according to applicable state laws. All articles, items or vehicles shall be removed from the sale area by owner at their expense immediately following the auction. Buyers are responsible for all removal,loading, moving and hauling of all purchases.

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