

## Terms and Conditions



- 1) A 15% buyer's premium is added to all winning final bids. All items must be paid in full on the day of the sale. No purchase may be removed until paid in full.
- 2) Bidding will start on 9/24/22 and end on 10/8/22 starting at 3:00 PM with each lot closing 2 minutes apart. If there is any activity within the last two minutes of any one lot, an additional minutes will automatically be added to that lot.
- 3) Proxy Bidding is allowed and must be submitted online only.
- 4) Many items will have no reserve. For the lots that do have reserves, those reserve prices will only be revealed if not met and will be placed in the Estate Sale at the reserve price.
  - Example, Lot #1 has a reserve of \$ 3,000,00. The highest bid is \$ 2,000.00, but a proxy bid was just submitted at \$ 4,000.00. The reserve bid has been met at \$ 3,000.00, the next bid would be at \$ 3,250.00. Any bid that is higher than \$ 3,250.00 will automatically be met and raised by \$ 250.00 until the limits of the proxy bid of \$ 4,000.00.
  - Example. if there is a tie between two proxy bids, the bidder who placed the proxy bid first will have the lead.
  - Example, lot #2 has a bid of \$ 1,000.00. Two proxy bids come in at \$1,500.00 and \$ 2,000.00. The bidding is automatically raised to \$ 1,600.00 by the proxy bid. (The bidder who bid \$2,000.00 only pays 100.00 over the next closest bid and not the full \$2,000,00)

## Form of Payment

All payments must be made by cash, bank wire, credit card. Venmo, or money order. Or have your credit card on file to be charged for all sales, and any other incidental costs you incur, If cash, Venmo, or acceptable payment is not available. If paid with credit card, a 3% fee will be applied. If shipped out of state, no sales tax will be charged.

## Bidding Increments

The On-line Auction is programmed to accept bids in the following increments:

Up to \$2,500.00 - bids of \$100.00 minimum are accepted

From \$2,500 to \$5000.00 - bids of \$250.00 minimum are accepted

From \$5,000.00 on up - bids of \$500.00 minimum are accepted.

# Shipping

The method of shipping an item:

1. The item will be placed in a corrugated cardboard box with one layer of large bubble wrap for items up to ten feet in length for a fee of \$150.00. For each additional foot over ten feet add \$25.00 per foot.

Total Costs \$ \_\_\_\_\_

2. Additional Shipping Options and Prep Charges:

\_\_\_\_\_ a. Additional cardboard placed on the rails \$25.00 \$ \_\_\_\_\_ (Insert amount)  
(Initial)

\_\_\_\_\_ b. Extra layer of bubble wrap at \$45.00 per layer  
(Initial) times ( ) layers \$ \_\_\_\_\_ (Insert amount)

\_\_\_\_\_ c. Delta Cargo Air Delivery to Philadelphia Airport is \$ 100.00 for domestic flight per board  
(Initial) and \$150.00 for international flight.  
\$ \_\_\_\_\_ (Insert amount)

\_\_\_\_\_ d. To have the items shipped in a wood crate add an additional \$ 500.00  
(Initial) \$ \_\_\_\_\_ (Insert amount)

\_\_\_\_\_ e. Shipping insurance: 100% replacement value \$ \_\_\_\_\_ (Insert amount)  
(Initial)

**TOTAL SHIPPING COSTS** \$ \_\_\_\_\_ (Insert amount)

**\*\* Any and all charges from Delta Cargo or trucking is the sole responsibility of the board owner.**

**Items A - E are prep charges, if being shipped.**

3. If you would like to have your board driven to you or picked up, the cost is \$95.00 per hour round trip, up to a maximum of four hours driving one way. Mike Miggs will deliver your boards personally.

I HAVE READ AND UNDERSTAND THESE CONDITIONS AND AGREE TO PAY TOTAL

SHIPPING CHARGES OF \$ \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## Pre-Auction Estimates

The price estimates given have been drawn from previous auctions, collector sales and current going rates at the time of publication. However, it should be noted that these are purely estimates of the range of prices that items could bring. This shall give bidders an idea of what the bidding range is expected to be. There is no guarantee that prices will fall within this range. In some cases, individual items may vary in price, due to the exceptional quality or rarity of the item.

## Reserves

Many items will have no reserve. For the lots that do have reserves, those reserve prices will only be revealed if not met and will be placed in the Estate Sale at the reserve price.

## Preview Auction

All auction items will be available for preview at *NJWSA.com*. *You must register online to be a bidder. If you were registered as a bidder in our past auctions you are already registered*

## Sales

All sales are final to the highest bidder. The highest Bidder shall be the Purchaser and no Purchaser shall retract his bid once "sold". All sales are final. However, a registered buyer's bid (an offer) is not a sale when it is less than a minimum reserve on the item. It is the responsibility of the Purchaser once their item is "sold" to insure their purchases immediately or make arrangements for shipping consistent with the terms above.

Buyer acknowledges that the duty to insure the surfboard once declared "Sold" or electronically won, is on the buyer from that point forward until the buyer takes possession of the same. Buyer acknowledges that Surf Legends LLC., its agents and employees, shall be held harmless from any damage claims sustained during this period. This relationship/transaction does not constitute bailment.

## Terms of Sale

1. There shall be no guarantees nor warranties, express or implied. Each lot will be sold "as is, where is". The Bidder agrees that he has satisfied himself as to the acceptability of the lot(s) and is not relying on the Surf Legends liable for any representations.
2. Surf Legends may, at any time, at their sole discretion and without notice or liability to the seller or bidder withdraw or cancel the sale of any lot.
3. A purchaser is deemed to have accepted a lot when they make a bid.
4. Every person at the Auction Site before, during and after the auction sale shall be deemed to be there at their own risk with notice of the condition of the premises, and the activities on the premises and the conduct of third parties, and the Bidder shall so advise his agents and employees who attend the auction as their representative. No person shall have any claim, demands or causes of action, whether at law or in equity, against the Auctioneers, Surf Legends, LLC, or Mike Miggs personally or against their respective agents, employees or principals for any



## **Contact**

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