

### Terms of Auction

Florida Department of Financial Services  
Bureau of Unclaimed Property  
200 East Gaines Street  
Tallahassee, FL 32399-0358

Friday, October 23 and Saturday, October 24, 2009  
Embassy Suites-Fort Lauderdale  
1100 SE 17<sup>th</sup> Street  
Fort Lauderdale, Florida 33316 954-527-2700

### UNCLAIMED SAFE DEPOSIT BOX CONTENTS

- REGISTRATION/PREVIEW:** To enter the inspection/preview, as well as bid on any item, potential bidders will be required to register with the Auctioneer. Registration requires a **refundable \$100.00 cash deposit** and valid driver's license providing full name and current address. Most bank debit cards are also permitted for payment of the \$100.00 registration deposit. NOTE: Bidders using a bank debit card for the registration deposit will be subject to a \$5.00 processing fee for the payment and the refund of the deposit. When bidding on any item in this Auction, bidders must show their assigned Bidder Card to the Auctioneer. Once a Bidder's Card is turned in, that Bidder WILL NOT be allowed to participate further in the Auction. **NO STROLLERS, CARTS, STOOLS, CHAIRS, HANDBAGS, OR OTHER BAGS OF ANY TYPE, WILL BE ALLOWED IN THE PREVIEW AREA.**
- MERCHANDISE:** All merchandise will be sold subject to the reserve amount, for cash, at the fall of the hammer. All sales are final. Each lot will be sold in "AS IS" condition. Inspection as to condition of merchandise sold is the sole responsibility of the buyer. FISHER AUCTION CO., INC., nor the Department of Financial Services ("Department") are responsible for the correct description, genuineness, authenticity, or defect in any lot, and make no warranty in connection therewith. No sale will be set aside or allowance made on account of any imperfection not noted, and there will be no deductions for damaged articles. *The catalog is subject to error, omissions, deletions, and changes.*
- BUYER'S PREMIUM:** An eight percent (8%) Buyer's Premium will be added to the final bid knockdown price.

| EXAMPLE             |   |                 |   |             |
|---------------------|---|-----------------|---|-------------|
| Bid/Knockdown Price | + | Buyer's Premium | = | Total Price |
| \$100.00            | + | \$8.00          | = | \$108.00    |
| \$1,000.00          | + | \$80.00         | = | \$1,080.00  |

- TAXES:** There will be no sales tax charged.
- DEPOSITS:** If the Auctioneer deems necessary, a deposit may be called for at the time any item is sold. All deposits must be paid in cash, traveler's check, cashier's check, made payable to FISHER AUCTION CO., INC. or by bank debit card. Credit cards will not be accepted.
- SETTLEMENT:** Final payment(s) must be made in full on auction day and prior to removal of merchandise. All payments must be made in cash, traveler's check, most bank debit card or cashier's check made payable to "FISHER AUCTION CO., INC." Credit cards will not be accepted. **If you plan to use a Debit Card, please check with your bank regarding your daily withdrawal limit. Most banks put daily limits on debit purchases.**
- BILL OF SALE:** Upon final payment, a Bill of Sale will be provided for all items purchased.
- INTERNAL REVENUE SERVICE:** Any individual who makes a payment in cash in an amount of \$10,000.00 or more will be required to provide information requested and sign IRS Form 8300.
- REMOVAL:** Purchases cannot be removed without paid receipts. Merchandise must be removed from premises no later than **Saturday, October 24, 2009.** Failure to remove merchandise within time specified will result in a forfeiture of all deposits. Such forfeiture(s) shall constitute a breach of contract, and all purchasers shall remain liable and at risk for any loss, expense and damages arising from said defaults if it necessitates reselling the merchandise to another purchaser(s).
- COMPLIANCE:** All persons acknowledge the preliminary reading of these terms and conditions precedent to the commencement of this Auction and agree to comply with same. No employee of FISHER AUCTION CO., INC. is authorized to alter these terms and conditions.
- ANNOUNCEMENTS:** All announcements made auction day take precedence over any previous material or statements, written or oral. All information was derived from sources believed to be correct but not guaranteed. The Department reserves the right to withdraw any item from the Auction prior to and / or during the sale. In case of a disputed bid, the decision of the Auctioneer shall be final. The Department reserves the right to accept or reject any bid less than the reserve amount.
- EXCEPTIONS:** There shall be no exceptions to any part of this agreement.

#### Sale Under Management Of:

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