

Deposit \$: _____ Payment Method: _____ Buyer #: _____
Auction Date: _____ Verified By: _____

Absentee/Written Bid Form

*****ALL SALES ARE FINAL - NO WARRANTIES EXPRESSED OR IMPLIED*****

I, the undersigned, do hereby agree to the terms and conditions of this sale as advertised and understand that all my purchases must be paid for in full within 3 days from auction invoice. Any and all announcements made by the auctioneer, supercede any previously printed or written material. By signing below I hereby acknowledge and agree with the entire contents of this document.

Buyers Name (Printed): _____

Company Name (If Applicable): _____

Mailing Address: _____

Shipping Address (If different): _____

Email Address: _____

Cell Phone: _____ Daytime: _____

Social Security: _____ Date of Birth: _____

Resale Tax # & State (If Applicable): _____

SIGNATURE: _____ **DATE:** _____

***** TERMS AND CONDITIONS OF SALE *****

All descriptions are believed to be correct; however neither Gaston & Sheehan Auctioneers nor the U.S. Marshals Service assumes any liability as to the accuracy of any descriptions, quantity, weight, grade, quality, purity, value or any other feature(s). No allowance, refund or set aside will be made on account of any discrepancy, error in cataloging, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type.

Gaston & Sheehan Auctioneers, Inc. neither conducted an appraisal, nor has any association with the appraisers for this auction. Appraisals are conducted under a separate contract with the U.S. Marshals Service, which is completely separate from the Auction contract. The Auctioneer has no control over the appraisal contract, and cannot warranty, stand behind or guarantee information contained in the appraisal.

The Buyer specifically agrees and acknowledges that the use of the term “tested” as used to describe articles of jewelry means only that the Auctioneer believes that the article described has been tested as to the gold or silver and the Auctioneer makes no warranty that the gold or silver content is as described. Likewise, the description of a diamond or other gem or the description of a particular brand does not constitute any representation or warranty that the article is as described. It is the Buyers sole responsibility to determine the authenticity of any item purchased.

The **Estimated Sales Price** listed in the catalog is listed as a convenience to buyers. These prices reflect estimates based upon historical sales of similar items.

After the sale of each lot, the Auctioneer announces the final sale price and the successful bidder’s number. All questions or disputes of the sale must be resolved immediately after the conclusion of the auction. No changes or adjustments will be made at a later date. The record of the sale kept by the auctioneer and the sales clerk will be taken as final in the event of a dispute.

The Auctioneer has the right to reject any and all bids on behalf of the Seller and to bid as agent for any Absentee Bidder. The Auctioneer is not responsible for the acts or representations of the Seller. Seller shall retain full security interest in all merchandise and retain possession until full and complete payment is made to Seller or Gaston & Sheehan Auctioneers.

Everything sells “As Is – Where Is” with no warranties or guarantees expressed or implied! All purchases become the responsibility of the buyer when the Auctioneer indicates the item is sold to the highest bidder. It is the Buyers responsibility to have inspected the merchandise thoroughly, satisfying themselves as to the condition and value prior to bidding. All sales are recorded and any discrepancies will be settled after the conclusion of auction.

Security for purchases is the responsibility of the Buyer and begins immediately upon the sale of each lot. Removal is at the expense, liability and risk of the Buyer. Auctioneer shall not be responsible for goods not removed within the specified time period. Auctioneer shall not be responsible for non-delivery of items or for any aspect of items after they leave the care, custody and control of Gaston & Sheehan Auctioneers.

All prospective bidders should be aware that in order to ensure compliance with the Crime Control Act that they may be subject to a background check. Title 18 USC Section 1963(g) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984, prohibits the United States Government from reverting forfeited property to the defendant(s) convicted of violation under 18 USC Section 1962 nor 21 USC Section 841 et seu., or any person acting in concert with or on behalf of such defendant(s). To ensure compliance with the prohibition, you are required to certify that you are not acting and will not act in concert with or on behalf of the defendant(s) in this case upon the satisfaction of your purchase. Upon receipt of your certification, as set forth below, a records check may be conducted with the investigative agencies involved in the prosecution of the said case to confirm your submitted certification. In the event your certification cannot be confirmed, the purchase shall be immediately dissolved, and further criminal action taken.

Additional, all prospective bidders must warrant that he/she is not: (a) an employee of the United States Department of Justice; (b) an employee of any Federal, State or Local Governmental Agency which participated in investigations that led to the forfeiture of property to the United States subject to this sale; (c) an employee of any contractor or subcontractor whose contract or subcontract provides goods or services to the United States Department of Justice Asset Forfeiture Program; (d) an agent or member of the immediate family/ household of any employee described in (a) (b) or (c) above.

“Any bidder who is a an employee of the United States Department of Justice warrants that he/she has complied with the provisions of 5 CFR 3801.104(a), and shall provide as part of his/her offer a copy of the written determination by the Agency designee required by 5 CFR 3801.104 (a)”

