



## ONLINE ONLY AUCTION TERMS AND CONDITIONS

**Silent Auction:** February 13th at 12:00pm – February 18th at 8:00pm

**Live Auction:** February 16th at 7:00pm – February 18th at 8:15pm

[www.cancouncil.cbo.io](http://www.cancouncil.cbo.io)

### General Information:

1. Please read the following terms and conditions carefully as they are a legal binding contract between you (the Bidder) and The CAN Council (the Seller). To register and bid in this auction you must agree to these terms and are bound by them as a bidder.
2. All items are sold AS IS, WHERE IS, with NO WARRANTY expressed or implied. It is the responsibility of the buyer to determine the condition of the items and bid accordingly. Place your bids accordingly and read all descriptions and Terms prior to placing your bids. No refunds will be issued.
3. Items may appear to be grouped in a photo. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please inspect the written information and read the descriptions carefully. You are bidding on the described item not the photograph, occasionally the wrong photo may be displayed. Contact Auctioneer Mark Schroeder CAI, BAS, CES if you are unclear as to what is included in a lot.
4. Once you place and confirm a bid through our bidding platform, you cannot remove or lower a bid. No bids will be removed once they have been placed.
5. Due diligence is the responsibility of you (the Bidder). All sales are final. When the bidding ends on our website and you are the high bidder, you then assume complete responsibility for care of each purchase at time of sale.
6. We reserve the right to refuse service to anyone bidding, buying, selling and/or at pick up.
7. The most recent correspondence with buyers via email or our website take precedence over written material and any prior verbal statements. Auctioneer is acting as agent only. All responsibilities and guarantees are between buyers and seller. Announcements or statements made by auctioneer on day of auction take precedence over printed matter. The auctioneer's decision is final.
8. Neither the auction company nor the Seller is responsible for any accidents, thefts, errors or omissions.
9. The auctioneer reserves the right to add or remove items from the auction; split or combine lots; add minimum bids or reserve prices. The auctioneer reserves the right to cancel, suspend, extend or reschedule an individual item and or auction event or to make changes to the auction closing times or inspection or removal times.

### Reserve Live Auction:

1. The CAN Council Mardi Gras 2021 live auction will be conducted as a Reserve Auction of real or personal property to which all of the following apply. Reserve Auction means an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or to withdraw the real or personal property at any time prior to the completion of the auction by the auctioneer. A live auction item must meet the reserve price set by the Seller in order for it to sell.

### Bidding Profile:

1. When you register to bid on [cancouncil.cbo.io](http://cancouncil.cbo.io), you must create a bidding profile. This profile contains your personal information. It is your responsibility to ensure that all the information is VALID and CURRENT. We rely on that information to contact you and process payment. Address, Phone, Billing, Credit Card and Email

information are particularly important. If you need help logging in or resetting information in your profile, contact CAN Council.

### **Auction Closing:**

1. The closing time of the auction will be listed on the [ClickBid site](#). Once bidding closes, items you have won become your responsibility – be aware of closing times!
2. This auction will offer MAXIMUM BIDDING. This means that you can bid a higher number than the next “Asking Bid”. You can place a max bid at any time in the bid space by simply entering the highest number you want to bid. When you place a MAX BID, the current bid price will only go to the next increment, or one increment over someone else’s max bid if one has been placed. The computer will bid for you in the pre-determined auction increments up to your highest dollar entered only if someone else bids against you to raise your bid to that dollar amount. When someone has already entered a MAX BID on an item you are bidding on, the system will automatically bid for you until you are the current high Bidder or you reach your MAX BID. If you have reached your MAX BID and are still not the current high Bidder, the system will give you the opportunity to enter another MAX BID.
3. Bids will be placed in the order that they are received. If TWO buyers enter a MAX BID of the same dollar amount, the buyer who entered his/her MAX BID FIRST will be the bidder that is in at that price. If you bid a certain amount and see that the bid is indeed that amount, but you are not the 'Winning Bidder', that means that someone else had a max bid of that amount and their bid was placed into the system ahead of yours. The best way to know if you are outbid is to check your email or text messages as you should get an email and/or text message every time you are outbid.
4. You may request outbid notices when registering for your online bidding account. You can choose to have them sent to your email, cell phone via text message or both. If you are not able to be around a computer/mobile device during the closing of the auction or receive and/or read your outbid notices, we HIGHLY RECOMMEND you utilize the max-bidding feature. Please remember, you can always raise your max bid, but you CANNOT lower it.
5. Auction Brio llc. or the Seller are not responsible for internet malfunctions, loss of connection or system glitches that may prevent you from placing last minute bids or receiving notices from the Seller. Don't wait until the last minute to bid; if the system is busy, your bids may not process within the last seconds of an auction closing.

### **Payment & Pick up of Purchases:**

1. Payment for all purchases is due immediately at the conclusion of the auction unless specifically outlined otherwise.
2. A valid credit card is required for bidding approval. We accept Visa, MasterCard, American Express and Discover. **Should you prefer to pay by personal or corporate check for your items, please contact [cancouncil@cancouncil.org](mailto:cancouncil@cancouncil.org) to make arrangements. Information must be provided within 24 hours of auction closing on February 18, 2021 at 8:15pm for the CAN Council to process checks electronically.** Good check only. No other payment method will be allowed unless it is specifically stated on our website. Currency: USD only
3. Payment in full is required before receiving your invoice itemizing your purchases and fees.
4. Due to COVID-19 restrictions, winning bidders need to pick up their items at the time they are assigned. Pickup must be completed within the designated pickup timeframe.
5. If you are unable to pick up at the agreed to terms, you must send a representative to pick up for you or forfeit your items.

6. Information on the exact address of the pick-up location will be relayed to winning bidders via email and/or on your paid invoice. Our office will not assume responsibility for emails that do not arrive at your server.
7. Items may only be removed upon receipt of payment in full. Paid in full invoice must be presented by buyer or assigned representative to the CAN Council prior to loading items.
8. The buyer will be responsible for the ANY damage that occurs to an individual item, or the pickup location during the removal of an item(s).
9. The Seller will coordinate shipping of winning items upon request and at the expense of the buyer.

**Special Terms of Sale:**

1. Purchaser does hereby indemnify and hold harmless Auctioneer, Seller and Item/Service Donor from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever caused during the sale or by the removal of items purchased. Purchaser assumes all risk and liability whatsoever resulting from the use of the item(s) sold hereunder; and shall defend, indemnify, and hold harmless Auctioneer, Seller and Item/Service Donor from any liability.
2. If the foregoing conditions or any other applicable conditions are not complied with, in addition to other remedies available to Auctioneer and Seller by law, including without limitation, the right to hold the purchaser liable for the bid price, the Auctioneer, at their option may (1) resell the property publicly or privately, with purchaser being liable for the payment of any deficiency plus all costs incurred, or (2) cancel the sale, retaining liquidated damages on all payments made by purchaser, possible Auctioneer commission and all other incidental damages will be charged.

**CLICKBID TERMS AND CONDITIONS**

**Introduction:**

These Website Standard Terms and Conditions written on this webpage shall manage your use of our website, accessible at [cancouncil.cbo.io](http://cancouncil.cbo.io).

These Terms will be applied fully and affect your use of this Website. By using this Website, you agree to accept all terms and conditions written here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions. People below 18 years old are not allowed to use this Website.

**Intellectual Property Rights:**

CAN Council and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

**Restrictions:**

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way that may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you, and CAN Council may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

**Your Privacy:**

We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request (i.e., to process a donation). Unless you ask us not to, we may contact you via email, in the future, to tell you about programs, events or changes to this privacy policy. You may opt out of any future contacts from us at any time by contacting us via the email address or phone number given on our website.

We take precautions to protect your information. When you submit sensitive information via the Website, your information is protected both online and offline. Wherever we collect sensitive information such as credit card data, that information is transmitted to us in a secure way. Only employees who need the information to perform a specific job are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

**No Warranties:**

This Website is provided "as is," with all faults, and CAN Council expresses no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

**Limitation of Liability:**

In no event shall CAN Council, nor any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with your use of this Website. CAN Council, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

**Indemnification:**

You hereby indemnify to the fullest extent CAN Council from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

**Severability:**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

**Variation of Terms:**

CAN Council is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

**Assignment:**

CAN Council is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

**Entire Agreement:**

These Terms constitute the entire agreement between CAN Council and you in relation to your use of this Website and supersede all prior agreements and understandings.

**Governing Law & Jurisdiction:**

These Terms will be governed by and interpreted in accordance with the laws of the State of Michigan, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Michigan for the resolution of any disputes.

**ENJOY, AND THANK YOU FOR YOUR GENEROSITY!**