



Terms and Conditions of Antiques and Personal Property of Marlendale Farm Auction

1. The personal property (hereafter “property”) to be sold is located at 2680 Newtown Pike, Lexington, KY 40511 and shall be sold by lot number.
2. The high bidder acknowledged by the Auctioneer shall be the purchaser of that lot. The Auctioneer is the sole determinant as to who is the successful bidder. Once an item is declared as “sold”, the successful bidder assumes full risk and responsibility for the purchased lot. Biederman Real Estate and Auctioneers (BREAA) has endeavored to accurately describe all items being sold but all property is to be sold “AS IS”. No statement in the catalog, bill of sale, invoice, or elsewhere by any representative of, or person in the employ of BREAA shall be deemed to be a warranty, representation, or assumption of liability with respect to age, condition, size, quality, variety, importance, provenance, or historical relevance of any of these items. Please note that photographs may have had size modifications for display purposes, or have been trimmed to exclude framing, matting, and wide blank margins. Also, variations in color may occur due to digital processing. Any condition statement, written or verbal, is given as a courtesy to the client, and is only an opinion. It should not be treated as statement of fact. BREAA shall have no responsibility for any error or omission. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear, imperfections or aging. Inspection is the responsibility of the bidder.
3. A 12% Buyers Premium shall be added to the final bid price to determine the gross purchase price.
4. Residents of Kentucky will be charged a 6% state sales tax that will be applied to all sales unless a KY tax exemption certificate has been completed and signed prior to payment and pickup of items. Out of state sales tax exemption ID numbers may be used when completing the KY tax exemption form. Kentucky state sales tax will not apply to items shipped out of state via Common Carrier (UPS, USPS, FedEx, etc.) but WILL apply to items purchased

by out of state buyers and picked up in the state of Kentucky. Proof of shipping will be required.

5. A 3% service fee will be added to all credit card transactions.
6. Accepted forms of payments are cash, check, wire transfer or major credit cards accepted through the AuctionZip/Invaluable websites. To use the credit card option, just pay the invoice you receive from us by hitting the “submit secure payment” button on the online invoice and that will charge the card you have used to register with the auction. If you have not paid your invoice within 2 days after the close of the auction, then we may automatically charge the credit card you used to register unless we hear from you to do otherwise. We reserve the right to ask for payment in a wire transfer based on buyer’s geographic location, amount owed, and past buying history on the Invaluable/AuctionZip systems. Please note that Invaluable Payments, which is a credit card processor of the Invaluable/AuctionZip platform does not allow payments to be made on vehicles and some other items such as guns, knives and other weapons. Therefore, if such items are featured in the auction they will need to be paid for by cash, cashier’s check, wire transfer or you can still use your credit card by calling Lynn at 859-227-2030. There is a handling fee of \$35 for any returned check. Currency is in U.S. Dollars.
7. Lot 1 will begin to close at 5:00 PM on Sunday, November 8th, 2026. Each successive lot will start to close 30 seconds after the next. This is a soft close to offer everyone the opportunity to bid. IMPORTANT: During this time, please refresh your screen often to enable you to see the latest bid on the item.
8. BREA WILL NOT BE HELD RESPONSIBLE FOR INTERNET BIDS THAT ARE NOT SENT, RECEIVED, OR EXECUTED BY THE ADMINISTRATOR.
9. All items that are purchased must be paid for and picked up by November 10th, 2026. We strongly encourage all winning bidders to communicate with us ASAP if you will be unable to pay for and/or pick up your items by that date. An invoice will be emailed to all winning bidders after the close of the auction no later than Monday morning. BREA reserves the right to hold all purchases until checks or credit card transactions have cleared to the satisfaction of BREA and its bank. All items that are purchased in the auction must be paid for after the auction closes and before or during pick up. You are welcome to pay in person when picking up. Any lots won and not paid for within 5 calendar days may be sold to the backup or another bidder. This is especially true when we

do not hear from the successful bidder on their plans to pay their invoice. Items won may be picked up at 2680 Newtown Pike on Monday, November 9th from 1:00 - 5:00pm or Tuesday, November 10th from 10:00am - 4:00pm. For those buyers who need items shipped, shipping arrangements can be made through the buyer's own shipper as BREa does not provide in-house packing or shipping. All packing and shipping of merchandise will be at the risk and expense of the buyer. The BoxStop Lexington has been used in the past and may be contacted at 859-271-2393 or theboxstoplex@gmail.com. Shippers are independent of BREa and are not endorsed by it; therefore, we are not responsible for problems associated with shipping. Merchandise is stored at the risk of the buyer.

10. The Auctioneer reserves the right to withdraw any lot prior to being offered in the auction and shall have no liability whatsoever for withdrawal of the property.

11. Your bid is a contract. Do not place a bid that you are unwilling or unable to honor. If you are declared the winning bidder, you have entered into a legally binding contract to purchase the property offered. If you have questions about an individual item, please contact the Auctioneer before bidding.

12. By registering for this sale and bidding on any item, all bidders are entering into a contract and agree to abide by and accept these terms of sale and conditions and hereby agree to remove all items purchased from the auction premises within 3 days. If you do not do so, you hereby authorize BREa to sell any items not so removed at any sale it so chooses in its sole discretion and agree to receipt of the net sales proceeds therefrom, less sales commission, as determined by BREa in its sole discretion. By your acceptance hereof, you hereby fully and forever release, indemnify and hold harmless BREa, its agents, officers, employees, directors, contractors, affiliates, predecessors, successors and assigns from any and all claims, liability, damages and causes of action of any nature whatsoever, whether pertaining to your purchase and/or removal of items purchased at auction or otherwise.