



1999 C.P. Huntington Model 102 Train and Rail

Auction Date: Thursday, March 2, 2023, Bidding Begins Closing at 2:00 PM EST subject to auto-extensions.

Online Only Bidding for the auctions will close on the dates as indicated on the WiregrassAuctionGroup.com website.

Bidding will begin closing on each auction at the times specified above. Each item will extend if a bid is received on any of the items. Items are set to extend one / extend all giving purchasers the ability to bid on individual items or all the items. The closing time of each lot is subject to Wiregrass Auction Group's internet bidding platforms auto-extend feature. When the time remaining to bid on an item falls below five minutes, a new bid being placed on that item will result in the bidding clock being reset to five minutes. Auto-extend bidding will continue on an extend all basis until such time as no further bids are received.

To simplify the bidding process, we encourage bidders to download the Wiregrass Auction Group mobile bidding App, available in the iTunes App Store or on Google Play.

Inspection Dates & Times: Items will be available for inspection at 105 Cheehaw Park Road, Albany, Georgia, please call Wiregrass Auction Group, Inc. at (229) 890-2437 to schedule an appointment.

General Auction Terms:

This is an online only auction, by registering to bid on the internet you acknowledge that you have read and understand the terms and conditions of this auction and that you expressly agree to abide by all terms and conditions contained herein.

All auction items sell "as is, where is" with no guarantees or warranties either expressed or implied. Descriptions of the auction items are believed to be correct and accurate and are provided in good faith but are matters of opinion and not guaranteed by the seller nor Wiregrass Auction Group. Bidders must rely solely on their own judgment as to condition, grade, authenticity, and accuracy of descriptions prior to placing a bid. By placing a bid, purchasers acknowledge and agree to all terms of the auction and agree not to retract their bid. Bidders that cannot satisfy the terms of the auction should not bid. All auction purchases are considered to have been verified by the purchaser as to condition, grade and authenticity prior to the purchaser placing their winning bid.

Buyer's Premium:

For purchasers paying by credit card an 15% Buyer's Premium will be added to your bid price to determine the final sales price of the items purchased.

For purchasers paying by cash, cashier's check or wire transfer a 15% Buyer's Premium will be

No personal or business checks will be accepted. Accepted Forms of payment will be Cashiers Check or Wire Transfer.

Sales tax of 8% will also be charged on the final sale price. Dealers buying for resale may be exempt from paying sales tax by providing Wiregrass Auction Group with your sales tax number and executing a sales tax exemption form.

Buyer's Premium Example:

Bid Price:	\$100,000.00
15% Buyer's Premium	<u>\$ 15,000.00</u>
Total Purchase Price	\$115,000.00

The total purchase price is subject to 8% sales tax!

If YOU are certified as the Winning Bidder on a Lot by the Auctioneer, YOU will be contractually obligated to pay the Contract Price for that Lot (including the Hammer Price and the Buyer's Premium); however, title and ownership of the Lot will not pass from the Seller to YOU until payment is made and clears. If YOU fail to pay for your purchase(s) within three days after the Auction, YOU will be deemed to have abandoned any interest in the Lot(s), and the Lot(s) may be re-sold at a subsequent auction. The Auctioneer and/or Seller may, at any time, commence a lawsuit against you for the Contract Price of the Lot(s) (including the Hammer Price and/or the Buyer's Premium). Additionally, YOU will be liable for any shortfall or deficiency on the re-sale of the Lot(s), plus the costs incurred in connection with re-selling the Lot(s). Under no circumstances will you be entitled to any surplus from the re-sale of any Lot(s).

Wiregrass Auction Group reserves the right to charge the purchasers credit card on file an amount up to the full purchase price plus storage fees for items not paid for and pickup up in a timely manner.

Removal and Pickup of Auction Purchases:

NO pickup will be allowed without a PAID IN FULL invoice. Payment can be made Online through the Wiregrass Auction Group App or by calling the office at (229) 890-2437.

Pick-up for items included in this series of auctions will be at 105 Cheehaw Park Road, Albany, Georgia, by appointment. Payment in full is due within 24 hours of the close of the Auction.

Pickups will be handled by appointment. Purchasers must remove the train within 30 days of the conclusion of the auction and the track within 60 days of conclusion of the auction.

It is the responsibility of the purchaser to arrange for remove all items from the auction site. Neither Wiregrass Auction Group and the seller will not provide assistance with lifting or loading of items. Wiregrass Auction Group nor the seller will be responsible for any items damaged during purchaser's load out.

Due to the scope and size of this removal project, the Sellers and Wiregrass Auction Group, Inc. will require the purchaser to engage a fully licensed, bonded, and insured rigging company for removal and loading of all items. Removal of the rail and all metal components will be the sole responsibility of the purchaser.

Please be mindful that pickup of items following the auction is often the most stressful time of the auction process. Wiregrass Auction Group personnel will be onsite to facilitate a smooth and orderly pickup. We ask that all purchasers be respectful and realize that the safety and security of your auction purchases is of utmost importance.

Any item not picked up in a timely manner may be subject to additional storage fees per item. For any load out / pick-up concerns please contact our office at (229) 890-2437.

Wiregrass Auction Group nor the seller will be responsible for any items damaged during purchaser's load out.

General Insurance Requirements:

Purchaser shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the Chehaw Park Authority for the protection of the Chehaw Park Authority and name the Chehaw Park Authority Wiregrass Auction Group, Inc. and as additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by purchaser, whether arising from the acts or omission, negligence or otherwise of purchaser or any of its agents, employees, patrons, or other persons, and growing out of work being done by on behalf of Chehaw Park Authority.

Such policies to provide as follows:

- A liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars.
- A liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage.
- A combined single liability limit of Five Hundred Thousand (\$500,000) Dollars, covering owned, non-owned, and hired vehicles.

The Purchaser shall furnish evidence to the Chehaw Park Authority of the continuance in force of said policies by providing copies of the policy to the Maintenance Manager or their designee. A Certificate of insurance is not acceptable.

The Chehaw Park Authority's sole judgment shall control as to the sufficiency of the coverage.

Damages to Property:

The purchaser shall be held liable for all damages done, as a result of their operation, to fixed objects such as signs, posts, buildings, and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damage shall include among other things: skinning, scraping, or gouging of trees or shrubs, and rutting, scalping, or tearing of turf. Cost associated with damages caused by the purchaser to plant material will be assessed upon the owner's Risk Management guidelines or Insurance Carrier's direction.

Failure to Pick-up or Arrange for the Delivery; Abandoned Property; Storage:

By utilizing Wiregrass Auction Group and making purchase therefore, you expressly agree that any lot(s) purchased by you that are not shipped or otherwise removed from the auction site within 30 days from the appropriate loadout date after the auction will be deemed abandoned to the seller and auctioneer, unless otherwise stated, even if paid for by you. In the event property is deemed abandoned you will give up and waive all rights, title and interest with respect to such lot(s). If abandoned lot(s) are subsequently sold, you will not be entitled to any proceeds from the sale of any such abandoned property. Subject to applicable law, beginning immediately after the auction load out time, and continuing until the removal or other disposition of any lot(s) not picked-up or removed, a storage charge in the amount of ten dollars (\$10) per day, per lot, will accrue. Auctioneer will have a possessory lien against such lot(s) that may be executed on in order to satisfy such storage charges. The auctioneer may commence an action against you for storage fees without executing on a storage lien. By purchasing an item for auction, you waive any and all claims for deficiency, recoupment, setoff, conversion or trover relating to abandoned lots. Wiregrass Auction Group, Inc. Is not responsible for damage occurring after sale of items, including damages sustained while items are on its property or during load out, and you expressly waive any and claims against Wiregrass Auction Group, inc. Relating to any such damage.

General Auction Terms:

Wiregrass Auction Group reserves the right to remove or cancel the bids and / or the bidding rights and privileges of any bidder at any time that is deemed to have taken actions no to be in the best interest of the seller.

Wiregrass Auction Group reserves the right to add or remove items from the auction prior to the close of bidding; split or combine lots; add minimum bids or reserve prices.

Wiregrass Auction Group also reserves the right to cancel, suspend, extend or reschedule an individual item and or the entire auction event or to make changes to the auction closing times, inspection times, or removal times.

Technology Disruptions:

Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

Failures by Online Auction Platform Provider and its Affiliates or Contractors:

Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

Disclosure:

As detailed in Rule 55-10-.01 (3) of the Georgia Auctioneers Commission: Any auction sale is, without requirement of announcement at any time, presumed to be with reserve unless the property are in explicit terms put up at absolute auction. According to Rule 55-10-.01 (4)(b) Wiregrass Auction Group and our sellers hereby give notice that bids may be made by the seller, or upon the seller's behalf, at any auction with reserve.

Consent to Jurisdiction:

YOU agree that the exclusive jurisdiction of any and all disputes arising out of an auction, purchase or sale of goods as described herein shall be the Superior Court of Colquitt County, Georgia. YOU hereby irrevocably waive your right to a trial by jury.

Limitation on Liability:

YOU hereby irrevocably waive any claim for speculative or consequential damages, including, but not limited to, claims for lost profits, loss of opportunity and loss of goodwill.

Indemnity and Hold Harmless:

Purchaser agrees to indemnify and hold harmless Wiregrass Auction Group, Inc. and the Chehaw Park Authority, their agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of purchaser or based on alleged negligence of purchaser, its officers, agents, or employees and purchaser shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of Wiregrass Auction Group, Inc and / or the Chehaw Park Authority.