



Complete Liquidation of Urban Food Market

Auction Dates: Monday, December 18, 2023

Online Only Bidding for the auction will begin closing on Monday, December 18, 2023 at 10:00 am EST as indicated on the WiregrassAuctionGroup.com website.

Bidding will begin closing on each auction at the times specified above at the rate of 2 items per minute. 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 three minutes, a new bid being placed on that item will result in the bidding clock being reset to three minutes. Auto-extend bidding will continue on an item-by-item 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 2415 N Monroe St #300, Tallahassee, FL 32303

Monday, December 11, 2023, from 2:00 pm – 5:00 pm

Monday, December 18, 2023, from 9:00 am – 12:00 pm

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 18% 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 added to your bid price to determine the final sales price of the items purchased.

No personal or business checks will be accepted:

Sales tax of 7.5% 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:	\$100.00
18% Buyer's Premium	<u>\$ 18.00</u>
Total Purchase Price	\$118.00

The total purchase price is subject to 7.5% 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. If the purchase price is not able to charge, an auction default fee of up to \$1,000 will be charged to nonperforming buyers.

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, calling the office at (229) 890-2437, or onsite at time of pickup.

Pick-up for items included in this series of auctions will be at 2415 N Monroe St #300, Tallahassee, FL 32303 during the following times:

Tuesday, December 19, 2023, from 10:00 am – 5:00 pm
Wednesday, December 20, 2023, from 9:00 am – 5:00 pm
Thursday, December 21, 2023, from 9:00 am – 4:00 pm

The buyer is responsible for all disconnects and removals. Title to and risk of loss concerning the auctioned item passes to you upon receipt by you or your assigns at the seller's premises. You are responsible for removing, loading, shipping, and insuring the auctioned item and all costs **(including any optional third-party fees associated with loading)** and risks associated with removing, loading, shipping, and insuring the auctioned item.

It is the responsibility of the purchaser to pack and remove all items from the auction site. Wiregrass Auction Group will not provide assistance with packing, lifting, or loading of items. Wiregrass Auction Group nor the seller will be responsible for any items broken during purchaser's load out.

Shipping and/or preparation of items for shipment is not automatically available for purchases. If you would like your purchases shipped and/or prepared for shipment, it is your responsibility to do so and complete them within the removal timeline. We recommend you arrange shipping and/or preparation of items for the shipment before bidding

The information contained in this listing is subject to inspection and verification by all parties relying on it.

The above-described property is sold on an “AS IS” and “WHERE IS” basis WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND and “SUBJECT TO ALL FAULTS.” Seller does not provide and disclaims any warranty of any kind, whether express or implied, concerning the above-described property.

Pickups will be handled by appointment. Following each auction, a link to sign up for a pickup appointment will be sent through Shipping Saint. Customers with appointments will take priority over those without appointments. Anyone not having a pickup appointment will be handled as time permits following those with an appointment and will be on a first come first served basis. Wait times can sometimes be long.

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.

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 the appropriate loadout

period after the auction will be deemed abandoned to the 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.

Bidder Registration and Verification:

For verification purposes, a credit card is required in order to register for this auction. Upon registering, an authorization charge of \$500.00 will be charged against the credit card used for registration. This authorization is not a permanent charge placed on your card, it is only a pre-authorization used to verify identity of our bidders and the availability of funds on the credit card used for registration. Please be advised that WAG has no control over the length of time the verification charge remains on your card, that is at the sole discretion of your credit card company. Also, please be aware that registering for multiple auctions could incur multiple verification charges; and in some instances, multiple verification charges may result in a fraud alert being sent to the card holder. WAG reserves the right to reject or accept bidder registrations at its sole discretion.

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:

YOU hereby agree to indemnify and hold harmless Wiregrass Auction Group, Inc. and its employees, agents and subcontractors for any and all claims, expenses and damages, including without limitation all attorney's fees and legal costs, arising out of or pertaining to any claim, lawsuit or dispute relating to or concerning any auction, purchase or sale of goods as described herein.