

PLEASE READ IMPORTANT INFORMATION BELOW:

****FOR ALL AUCTION INQUIRIES, EMAIL IS THE BEST METHOD OF COMMUNICATION:
DEJAVUESTATES@AOL.COM****

Bidders may submit payment via Zelle, wire transfer, certified check, or cash for a 25% buyers premium.
Credit card payments: 28% buyers premium.

BIDDERS MAY PICK UP THEIR ITEMS FROM THE AUCTION-HOUSE OR HAVE THEIR ITEMS SHIPPED.

APPOINTMENTS ARE REQUIRED FOR LOCAL PICKUPS.

SAME-DAY APPOINTMENTS NOT ALLOWED.

Local pickup appointments can be made online: <https://calendly.com/dejavuestates>

****Due to storage limitations, items NOT PICKED UP within 14 days post auction will be assessed a \$25.00 per day, per item storage fee, or considered abandoned property.****

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***LOCAL PICKUPS MUST BE SCHEDULED BY APPOINTMENT ONLINE: <https://calendly.com/dejavuestates/>**

FOR ALL AUCTION INQUIRIES, EMAIL US: DEJAVUESTATES@AOL.COM

AUCTION-HOUSE INFORMATION:

8031 N Military Trl
West Palm Beach, FL 33410
(561) 225-1950 (landline)

PREMIUMS ARE ADDED TO TOTAL HAMMER PRICES

28% Premium Using PayPal/Credit Card

25% Premium Using Cash/Wire Transfer/Zelle

Any lot(s) totaling a price over \$2,000.00 will require payment via cash/wire transfer/Zelle as the only method of payment.

All international payments will require a wire transfer.

If payment is not made within 3 days post-auction, DejaVu will proceed to charge the credit card on file automatically. If the bidder is paying via cash/wire transfer/Zelle, please let us know within 48 hours post auction so that the credit card is not automatically charged.

ALL LOTS MUST BE FULLY PAID FOR BY MONDAY, September 16th, 2024.

CHECKOUT/PICKUP DAYS/TIMES:

APPT REQUIRED.

owned or vintage items. Please review images carefully as all items are SOLD AS IS. Keep in mind that on certain screens, photos and light may depict slight color variations.

****Due to storage limitations, items not picked up within 21 days post auction will be assessed a \$25.00 per day, per item storage fee, or considered abandoned property.****

All items are SOLD AS IS, with all disclosed faults. ALL SALES ARE FINAL. In the event an item description does not match the item received, DejaVu Estate Sales & Auctions, LLC will provide a refund, credit or exchange.

Please be advised that by placing a bid, you are entering into a legally binding contract with DejaVu Estate Sales & Auctions, LLC (DejaVu). If you are the successful winning bidder, you have a legal obligation to purchase the item(s) won from DejaVu. DejaVu reserves the right to cancel or replace an order post auction if (a) it does not successfully pass and meet our quality control standards prior to shipping, (b) is no longer available because our products may be offered simultaneously on multiple platforms, or (c) it was sold in error by our Auctioneer.

We have tried to accurately describe every item. Condition and substantial defects are disclosed and/or photographed. Accordingly, minor defects or smells may not be disclosed, which can be expected in pre-owned or vintage items. Please review images carefully as all items are SOLD AS IS. Keep in mind that on certain screens, photos and light may depict slight color variations.

1. Conduct of the Auction: The auctioneer has the right, in his/her sole discretion, to determine the conduct of the sale, including, without limitation, to advance the bidding, to reject any bid offered, to withdraw any lot, to reoffer and resell any lot, and to resolve any dispute in connection with the auction or sale. In any such case, the judgment of the auctioneer is final and shall be binding upon all auction participants. If the Internet stops working during an auction, the auctioneer has the right, in his/her sole discretion, to proceed with, or reschedule, the auction. DejaVu Estate Sales & Auctions can both bid on and purchase lots offered by DejaVu Estate Sales & Auctions. You agree to allow DejaVu Estate Sales & Auctions to use your contact information, including your physical and email addresses, for marketing purposes.

2. Payment: Payment must be made within ten (10) days following the auction. Payment may be made by Visa, Mastercard, Amex, Discover, wire transfer, check, cashier's check, money order, or PayPal. International purchases and all purchases over \$2,000.00 must be paid via wire transfer. Additionally, international bidders must pay by wire transfer; no other form of payment transfer will be accepted from international bidders or buyers. Buyers paying by credit card must sign and date the Auction Terms and Conditions Credit Card Authorization Form, and submit same to DejaVu Estate Sales & Auctions via email. Buyer consents to the completion of Buyer's credit card transaction without Buyer's signature. Checks should be made payable to DejaVu Estate Sales & Auctions, and mailed or delivered to DejaVu Estate Sales & Auctions. If a buyer fails to make timely payment as required in this paragraph, DejaVu Estate Sales & Auctions shall be entitled, in its sole discretion, to exercise any remedies legally available to DejaVu Estate Sales & Auctions, including, but not limited to, the following: (a) cancellation of the sale of the property to the non-paying buyer, including the sale of any other property to the same buyer; (b) reselling the property at public or private sale, with or without reserve; (c) retention of any amounts already paid by the buyer for the unpaid items, as compensatory damages for the lost opportunity to sell the items at full hammer price; (d) rejection of any bids of the buyer at future auctions; (e) setting

off any amounts owed by DejaVu Estate Sales & Auctions to the buyer; (f) taking any other action DejaVu Estate Sales & Auctions deems necessary or appropriate under the circumstances.

3. Buyer's Premium: 28% CREDIT/DEBIT CARD or PAYPAL. 25% CASH/WIRE TRANSFER. INVALUABLE BIDDERS: 28% VIA CASH, 33% VIA CREDIT CARD. PREMIUMS ADDED TO TOTAL HAMMER PRICES.

4. Sales Tax: 7% (Palm Beach County sales tax rate) added to all purchases. Sales tax will not be charged if bidder provides DejaVu Estate Sales & Auctions with a copy of a valid Resale Form, or Tax Exempt Certificate. Items shipped out of state are not subject to sales tax.

5. Shipping/Pick-up/Storage: DejaVu Estate Sales & Auctions highly recommends that bidders obtain shipping quotes prior to bidding. If you would like to obtain a shipping quote prior to the auction, there are a list of shippers on all invoices sent out, or you may contact your own shipper. DejaVu Estate Sales & Auctions provides shipping lists only as a service to its clients and any such list should not be considered an endorsement of any shipping company. Final arrangements for shipping, and all costs associated with shipping, are the responsibility of the buyer. Any agreement for third party shipping is a contract between the buyer and the third party shipper; DejaVu Estate Sales & Auctions is not a party to any such contract and expressly disclaims any responsibility thereunder. No items will be released for shipping until DejaVu Estate Sales & Auctions receives payment in full and all payments have cleared. Due to space limitations, lots must be paid for within twenty one (21) days following the close of the auction. After twenty-one (21) days following the close of the auction, any lot which is not picked up will be assessed a \$25.00 per day, per item storage fee, OR considered abandoned property.

6. Lot Descriptions/Inspection of Merchandise: Although DejaVu Estate Sales & Auctions has described each lot as accurately as they deem possible, all property is sold AS IS, with no representation or warranty of any kind from DejaVu Estate Sales & Auctions or the consignor. Measurements are approximate and are provided mainly for shipping purposes. Prospective buyers are advised to personally examine any property on which they intend to bid prior to the auction. Prospective buyers may view lots at DejaVu Estate Sales & Auctions auction location during the hours advertised in the preview. DejaVu Estate Sales & Auctions is not be liable for any errors or omissions contained in any catalog, report, inquiry response or in any other description of the Property. Any statements made by DejaVu Estate Sales & Auctions, including all statements in any report, catalog or inquiry response, are intended as statements of opinion only and are not to be relied upon as statements of fact and do not constitute representations or warranties of any kind. DejaVu Estate Sales & Auctions MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PROPERTY, ITS AUTHENTICITY, AUTHORSHIP, PROVENANCE, CONDITION, VALUE OR OTHERWISE. DejaVu Estate Sales & Auctions ASSUMES NO RISK, LIABILITY OR RESPONSIBILITY FOR THE AUTHENTICITY OF THE AUTHORSHIP OF ANY LOT OR PROPERTY. DejaVu Estate Sales & Auctions HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

7. Estimates: Estimates are provided only as a guide for prospective buyers. DejaVu Estate Sales & Auctions makes no representations or warranties regarding the value or anticipated selling price of any lot or item.

8. Reserve Price: Some lots offered are subject to a reserve. A reserve is a confidential minimum price below which the lot will not be sold. DejaVu Estate Sales & Auctions will act to protect the reserve by bidding through the auctioneer. The auctioneer may open the bidding on any lot below the reserve by

placing a bid on behalf of the Seller and may continue to bid on behalf of the Seller up to the amount of the reserve.

9. Withdrawals: DejaVu Estate Sales & Auctions reserves the right to withdraw any item from the auction for any reason and shall have no liability whatsoever for such withdrawal.

10. Entire Agreement: This Agreement sets forth the entire agreement between the Parties with respect to the subject matter referenced herein and shall supersede any and all prior agreements or understandings, whether written or oral, between the Parties, except as otherwise specified in this Agreement. You expressly agree that you are not relying on any prior statements or representations, whether oral or in writing, from DejaVu Estate Sales & Auctions, including any made related to the condition, authenticity, authorship or provenance of the auction items.

11. Severability: If any provision, clause, phrase, words or word in this Agreement is declared illegal or unenforceable and if the provision, clause, phrase, words or word cannot be modified to be enforceable, then the illegal or unenforceable provision, clause, phrase, words or word shall immediately drop out of the Agreement (to the narrowest extent possible) and become null and void, leaving the remainder of this Agreement in full force and effect.

12. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Florida and, by registering for and bidding in the auction (whether personally, online, by telephone or by agent), the buyer agrees that the sole and exclusive venue for any litigation relating to or arising out of this Agreement or the auction shall be in the State Courts located in Palm Beach County, Florida. In any action directly or indirectly arising from or in connection with this Agreement and/or the Auction, the prevailing party shall be entitled to recover its reasonable attorneys fees and taxable costs from the non-prevailing party. These enforcement rights shall be cumulative with, and not success give or exclusive of, any other legal remedies which may be available to the Parties of this Agreement.

13. Attorneys Fees: In any action directly or indirectly arising from or in connection with this Agreement and/or the Auction, the prevailing party shall be entitled to recover its reasonable attorneys fees and taxable costs from the non-prevailing party. These enforcement rights shall be cumulative with, and not successive or exclusive of, any other legal remedies which may be available to the Parties to this Agreement.

****SHIPPING****

Bidders can use any shipping company, here are some below for your convenience.

Please email/call them with your invoice/lot number, and they will provide you with a quote on picking up your items, packing, and shipping them:

1. UPS Store (all items) Call 561-691-4095 or email store4368@theupsstore.com

2. First Class Shipping (all items) Call 754-800-7674 or email:
1shippingcenter@gmail.com

3. Pak Mail at PGA (all items) Call 561-624-8686 or email: us352@pakmail.com for a quote.

4. Plycon Transportation Group (lg items, furniture): contact - Jay Juliano: 631-973-3088, or email: jay@plyconvanlines.com | Nationwide

5. Metropolitan White Glove Movers (lg items, furniture): 844-546-5288 | email: info@metrowhiteglove.com | Nationwide

6. Craters & Freighters (lg items, furniture) 866-744-9936, 954-917-4929, email: soflorida@cratersandfreighters.com | Nationwide

7. All Directions Moving & Storage, Inc. (lg items, furniture): 941-758-3800, email: service@alldirectionsmoving.com | Nationwide

8. RSVP Global (lg items, furniture): 561-659-9077, email: support@rsvpglb.com | Nationwide

Local FL Transporters:

10. PATRIOT MOVING (lg items, furniture), LOCAL: 561-345-4977

Susan Mills-Bender AB3735/AU5271