

Conditions of Sale: Friends of Payton - Walter Payton College Prep High School Online Auction

The items listed in this online catalog are being offered and sold by Friends of Payton (FOP), via Bidding for Good.

Auction packages are not for resale or relisting at any other auction site. Any violation of this policy may result in a nullification of certificates or gift cards. No refunds will be made.

1. The following terms and conditions, as amended by any posted notices or oral announcements during the sale, govern the sale of all the items listed herein:
 - a. No Liability: Neither FOP nor Bidding for Good assume any risk, liability or responsibility for the authenticity or quality of any items presented in this catalog.
 - b. No Warranties: All items are sold "as is" without recourse. FOP makes no representations or warranties of any kind or nature, expressed or implied, with respect to the auction items. FOP in no event shall be responsible for the correctness of the catalog, nor be deemed to have made any representations or warranties of quality of same. No statement made in the catalog or at the sale, in any bill of sale, invoice or elsewhere, shall be deemed such a representation or warranty or assumption of liability on the part of any of FOP or Bidding for Good. Prospective bidders should read the description and familiarize themselves with the terms, conditions, and restrictions before bidding to determine the appropriateness of the auction item.
 - c. Participation in the auction does not qualify winner for membership benefits at any of FOP.
 - d. Participants in this auction will hold harmless all FOP, their boards of directors, employees, contractors and agents as well as the boards of directors, employees, contractors and agents of the item donors from any and all liability associated with the purchase and use of auction items.
 - e. To the fullest extent permitted by law, FOP will not be liable for any loss, damage, claim or costs arising from, incurred wholly or partly by, or in any manner related to, the purchase or use of any auction items or packages offered or originated by FOP (whether jointly or severally). Auction participants shall hold harmless and indemnify FOP, their boards of directors, employees, contractors and agents from any and all loss, damage, claim or costs associated with any and all claims which may be asserted against any of the above mentioned groups in connection with the purchase and use of such auction items.
2. All bids must be made via the Internet on the auction site. Telephone, fax or in person bids will not be accepted.
3. A credit card will be required to make a bid. FOP will assume that this credit card is to be charged upon the completion of the auction, if the bidder places a successful winning bid on an auction item.
4. FOP may withdraw any auction item at any time before the actual sale.
5. Unless otherwise announced by Bidding for Good (the "auctioneer") at the time of sale, all bids are per lot as numbered.
6. FOP reserves the right, without giving any reason therefore, to reject a bid from any bidder. The highest bidder acknowledged by the Auction Chair shall be the purchaser. In the event of any dispute between bidders, FOP shall have the sole and final discretion either to determine the successful bidder or to re-offer and resell the article in dispute. If any dispute arises after the sale, FOP and Bidding for Good sale records shall be conclusive in all respects.
7. Each item is listed with a minimum bid. Bids below this minimum will not be accepted. The auctioneer will set bid increments. Bids will only be accepted at these increments.
8. **At the end of the sale, the highest bidder shall be deemed to have purchased the offered item subject to all of the conditions set forth herein and thereupon:**
 - a. Assumes the risk and responsibility therefore
 - b. Will pay the full purchase price. Unless noted, any travel expenses or supplies needed, will be at the purchaser's expense. No refunds or exchanges.

- c. If the foregoing conditions and other applicable conditions are not complied with, including, without limitation, the failure of the purchaser to pay the bid price, the participating station, at their option, may either
1. Cancel the sale, retaining as liquidated damages all payments made by the purchaser or
 2. Resell the item for the account and risk of the purchaser, either publicly or privately, and in such event the purchaser shall be liable for payment of any deficiency, all other charges due hereunder and incidental damages.
10. Upon conclusion of the auction, the credit cards of the winning bidders will be charged for the agreed upon bid price. If the charge card is rejected, FOP will make a good faith effort to contact the winner to make arrangements for alternative payment. If payment cannot be made by **March 31, 2012 at 5:00 pm CST, the item will be offered to the next bidder.**
11. All purchases must be completed by March 31, 2012 at 5:00 pm PST. Items not paid for by that deadline will be offered to the next highest bidder at the discretion of FOP. The next highest bidder will have until April 20, 2012 at 5:00 pm CST to make payment on the auction item.
12. Items may be tax-deductible if purchased above the stated retail value. Check with your tax advisor on the tax-deductibility of your purchase.
13. FOP and Bidding for Good are not responsible for errors or omissions arising out of or resulting from order bids or bids transmitted by Internet, including, without limitation, errors or omissions resulting from mechanical difficulties or failure.

Distribution Policies:

- **Unless otherwise stated, all packages purchased from FOP will be available for pick up on** Monday April 9th 7-9am and Tuesday April 10th 5-7 pm at Walter Payton College Prep, 1034 North Wells Street, Chicago, Illinois 60610.
- Winning bidder must bring a copy of the receipt and a photo ID for pick-up.
- FOP is not offering shipping service, however, in the event FOP is asked and agrees to ship an item, FOP reserves the ultimate right to make that determination. All mailed items will require a signature at delivery. A shipping and handling charge of \$10.00 for envelopes and **actual shipping PLUS \$5** handling for larger packages will be automatically added to the winning bidder's credit card. (Upon request, item may be mailed via regular mail but FOP assumes no liability should the item be lost in the mail or stolen.)
- Please Note This is a Chicagoland accessible item pickup only auction. We are offering 2 convenient methods for the winners of items to pick up their items: Item pickup at school and Concierge Service.
- Items will be available for pickup at the Walter Payton College Prep High School on Monday April 9th 7-9am and Tuesday April 10th 5-7 pm. **Items not picked up by April 20th will be mailed and associated fees will be applied to winning bidder's charge card.** Special arrangements for pickup after the designated pickup dates may be made, but must be done before April 20th. (See below for contact information.)
- Concierge Service is available. For \$50 you can have a home delivery of your items by the Sawyer and Walner Family. You must live within 10 miles of the school. Please purchase the "Concierge Service" item from the list of Walter Payton College Prep OnLine Auction items.
- The FOP – Walter Payton College Prep High School is located at 1034 N. Wells St., Chicago, IL 60610.
- Any questions? Contact Jane Barclay janebarclay@ameritech.net.