



TERMS & CONDITIONS

UNIVERSITY OF SCOUTING BENEFIT AUCTION

BIDDING CLOSES: 3:30PM EST SAT. DEC 6, 2025

www.scoutingauctions.com



REGISTRATION & IDENTIFICATION: At the time of registration, we collect information about you to verify who you are before you can bid. You must have a valid driver's license/state id and be 18 years old to bid.

CONDITIONS OF ITEMS SOLD & OUR ONLINE CATALOG: Our best efforts are made to represent all items accurately in descriptions and photographs; however, all items are ultimately sold on an 'as is, where is' basis, with all faults. We strongly encourage all bidders to personally verify the condition of each item. No responsibility is assumed by Geswein Farm & Land or Scouting America for any errors or omissions.

PAYING FOR YOUR PURCHASES: There is no cost to register for an auction. Winning bidders can pay via credit card on-site at the mobile Trading Post, or if you are off site you will be emailed an invoice with a payment link.

REVIEWING YOUR BIDS: During an auction you can check the status of your bids at any time. Note that no bids can be withdrawn after the auction for any reason. All items are sold as is, where is, with all faults with no guarantees that any item is fit for a particular use.

All bids are legally binding and enforceable in the USA.

PICKUP & REMOVAL: Items may be picked up at the conclusion of the auction on Saturday, December 6th, and must be removed by 5:00 PM from the Purdue Armory. Photo identification will be required at pick-up.

- Pickup Location: Purdue Armory
- Pickup Deadline: Saturday, December 6th by 5:00 PM EST
- Exceptions (no physical pickup/shipping required):
 - Firepit
 - Experiences (Courthouse Tour, Overnight Stays, Camps, etc.)

If you are unable to attend in person, shipping is available for most items at the expense of the winning bidder, subject to the Shipping Policy below.

SHIPPING POLICY: We offer shipping for most auction items.

- Eligibility
 - Shipping is available on all items except the firepit, the Courthouse Tour, and the 3-Day/2-Night Stay at Pine Meadow Reserve
- Timing
 - Please allow 1 – 2 weeks for orders to be processed and shipped after payment is received.
 - Expedited shipping may be available at additional cost incurred by winning bidder.
- Costs
 - All shipping expenses are paid by the winning bidder.
 - By bidding on the item, you agree to pay for shipping if you are unable to pick up the item from the Purdue Armory by 5PM on December 6th, 2026.
- Payment & Non-Payment
 - Payment must be completed before items are shipped.
 - If payment is declined, we will attempt to contact you using the information on file.
 - If payment is not resolved by 5 PM EST the day of the auction, items may be resold at our discretion.
- Fragile Items & Damage
 - We are not responsible for breakage or damage to fragile items during shipping.

LIMITATION OF LIABILITY You expressly understand and agree that Geswein Farm & Land and its Consignors shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. By bidding you are acknowledging agreement with the terms above. Do not bid unless you agree to all of these terms. **TECHNICAL ISSUES DISCLAIMER:** In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Geswein Farm & Land Realty, LLC reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Geswein Farm & Land Realty, LLC, shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

CONDITIONS OF THE AUCTION: The Auctioneer's decision is final in the event of a dispute over any Auction matter. The Auctioneer reserves the right to accept bids in any increments he feels are in the best interest of his clients and reserve the right to waive any previously printed or announced requirements. All Auction Day announcements by the Auctioneer supersede any printed material or

any other Auction statements made previously. The Auctioneer reserves the right to bid on behalf of any buyer. All Auction Sales Contracts will be presented to the seller for approval. The Auctioneer reserves the right to withdraw any property from the Auction, without penalty. Auctioneer may elect to cancel the Auction without penalty if Auctioneer believes that the outcome will not be in the Seller's best interest. If Seller is not present, the Auctioneer may elect to start or cancel the Auction without penalty. The Auctioneer shall be held harmless by buyer and seller should the property fail to go to a successful settlement for any reason. The seller, Auctioneer, and its agents shall not be held liable for any errors or omissions regarding Auction property. Buyer assumes responsibility to check with the appropriate authority/authorities regarding the property's zoning and current or future intended use as well as any restrictions or covenants affecting the property. Bidder(s) have the right and should examine the applicable county master plan and any municipal land use plans and maps for the area in which the property is located prior to bidding. The Seller, Auctioneer, and agents assume no responsibility for the information contained in said plan(s) and assumes no liability for failure by buyer to review the plans. The contract will not be contingent upon bidder(s) review of such plans. Auctioneer complies with all federal, state, and local laws regarding the buying and selling of items and property.

CONDUCT OF THE AUCTION: The minimum bid increase will be \$5.00. Geswein Farm & Land Realty, LLC and the Seller reserve the right to reject any and all bids for any reason and also reserves the right to cancel this auction or remove any item or lot from this auction prior to the close of bidding. Conduct at the auction and increments of bidding are at the direction and discretion of the auction company and/or auctioneer. The seller & sellers agent reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc. All decisions of the auction company or seller agent are final.

RELEASE OF LIABILITY: Attendees agree to observe and obey all rules, warnings, and oral instructions or directions given by Geswein Farm & Land Realty, LLC and/or auction house. Attendees hereby release, waive, and forever discharge any and all liability, claims, and demands of whatever kind or nature against Geswein Farm & Land Realty, LLC and its affiliated partners and sponsors, including in each case, without limitation, their directors, officers, employees, volunteers, and agents (the "released parties") either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault, or conduct of any kind on the part of the released parties, including but not limited to death, bodily injury, illness, economic loss, or out of pocket expenses, or loss or damage to property, which attendees, heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on my behalf, which arise or may hereafter arise from my attendance and/or participation.

- All sales are final. There will be no exchanges or refunds unless otherwise noted.
- All items are sold "as is, where is." The auction organizers and donors are not responsible for the condition of items or any warranty or guarantee.
- Bidders are responsible for inspecting items prior to bidding. Descriptions and values have been provided by donors and are believed to be accurate but are not guaranteed.
- Payment in full is required at the conclusion of the auction, payable by cash, check, or accepted credit/debit cards.
- Items must be claimed and removed immediately after the auction unless otherwise agreed. Any unclaimed items may be subject to resale or donation.
- The fair market value of each item is listed where available.
- The auction organizers reserve the right to add or withdraw items, to combine or divide lots, and to make changes to auction rules as necessary.
- All bidders must register prior to bidding and agree to abide by these terms and any posted rules.
- By bidding, all participants agree not to hold auction organizers, volunteers, or donors responsible for any claims resulting from the auction or items purchased.
- Disputes will be resolved by the auction chair or a designated representative, and all decisions will be final.

The donor represents and warrants that the donated item is owned by the donor and free of any liens or encumbrances. Donor makes no warranties as to the condition, usability, or fitness for a particular purpose of the item. Donor agrees to indemnify and hold harmless the auction organizer, its officers, volunteers, and agents from and against all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from or related to the use, sale, or transfer of the donated item, except those resulting from the sole negligence or willful misconduct of the auction organizer.

By participating in this auction, the bidder acknowledges that all items are sold "as is, where is" and waives, releases, and discharges any and all claims for personal injury, death, property damage, or any other loss against the auction organizer, donors, and volunteers, arising from participation in the auction or use of auction items, except as may result from the sole negligence or willful misconduct of the auction organizer. Bidder agrees to indemnify and hold harmless the auction organizer, donors, and volunteers from and against all claims, liability, damages, and expenses resulting from the bidder's actions or use of purchased items.

AGENCY & AUCTIONEER: Auctioneer John R. Klemme and Geswein Farm & Land Realty LLC (and its representatives) are exclusive agents of the seller.

Indiana Auction License # AU12000053

