Online Auction Sale
Fitness Machinery & Equipment

Online Bidding Ends: Wednesday, September 29 at 12:00 Noon

Assets Located at:

Anytime Fitness
4399 Interpak Drive, Auburn Hills, MI 48341

BID ONLINE AT COMLY.COM

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ONLINE TERMS AND CONDITIONS OF SALE

NOTICE: The following terms and conditions shall apply to any purchase by any party ("Buyer") from Wm. F. Comly & Son, Inc. ("Auction Company"). In order to register and participate in this auction, all prospective bidders must certify that they have read and fully understand these terms and conditions and agree to be bound thereby.

1. **METHOD OF SALE:** Auction Company will offer the assets for sale as an entirety as well as in piecemeal lots. The entirety bidding will close one hour prior to the piecemeal bidding. The method which best serves the interest of the Seller will be the manner in which the assets will be considered sold.

2. **REGISTRATION:** Buyer must register prior to bidding at any auction sale and must be at least 18 years of age to enter into this agreement. In order to receive a Bidder's number, which will be valid for this Auction Sale only, Buyer must provide Buyer's full name, company (if applicable), mailing address, phone number and email address. A valid credit card is required; we accept Visa, MasterCard and Discover. By registering, Buyer represents and warrants that any and all Buyer information is accurate and complete. By registering, Buyer also agrees that Buyer has read and fully understands these terms and conditions and agrees to be bound thereby. Auction Company reserves the right to deny any registered bidder at any time at its sole discretion without notification.

3. **DEPOSIT:** Auction Company reserves the right to request a deposit from any Buyer prior to or during the bidding process.

4. **INSPECTION:** Buyer may inspect the items available for auction and are urged to do so on Monday, September 27, 2021 from 9:00 AM to 4:00 PM. **All sales are final, so please attend the public inspection!**

5. **PAYMENT:** Auction Company must receive all payments by 4:00 PM on Thursday, September 30, 2021. Payments may be made by cashier's check drawn to the order of Wm. F. Comly & Son, Inc. COMPANY CHECKS WILL ONLY BE ACCEPTED WHEN ACCOMPANIED BY A VALID BANK LETTER OF GUARANTEE PAYMENT. Bank wire transfers to the account of Wm. F. Comly & Son, Inc. and credit card payments will also be accepted (Visa, MasterCard and Discover). Please contact auction office for further instructions. **CASH PAYMENTS WILL NOT BE ACCEPTED AT THE AUCTION SITE.**

6. **CHARGEBACKS:** As a condition to registration and bidding, Buyer agrees that Buyer will not, under any circumstance, initiate a chargeback to Buyer's credit card. Buyer further agrees that Buyer is waiving any chargeback rights that may exist under the agreement between Buyer and Buyer's credit card company. Should a chargeback be initiated by Buyer, these terms and conditions will be conclusive evidence of Buyer's waiver of any chargeback rights.

7. **TIME OF REMOVAL:** Removal will be on Thursday, September 30 & Friday, October 1, 2021. Hours for removal are from 9:00 AM to 4:00 PM. Buyers are fully responsible for packaging, loading, removing and shipping the items/lots purchased. **Auction Company will not package or ship any items.** All buyers who are not picking up their equipment themselves are required to fill out an agent release form in order for their equipment to be released to the shipper/person of their choosing.

8. **MANNER OF REMOVAL:** Buyer must remove the merchandise from the premises at Buyer's own risk, expense and liability. Purchases can be removed only upon presentation of original paid invoice. If purchased items are not removed by the removal deadline, such purchased items will be deemed abandoned by the Buyer. Buyer shall forfeit all monies paid to Auction Company for such purchased items and shall forfeit any rights to such purchased items. Auction Company is not responsible for items that are not removed within the time specified.

9. **RIGGING**: Rigging is also at Buyer's own expense, risk and liability. A certificate of insurance in the amount of $1,000,000.00 naming Wm. F. Comly & Son, Inc., the landlord, and the Seller as additional insured entities must be presented to Auction Company for all heavy rigging requiring the use of forklifts, cranes, etc. whether performed by Buyer or a rigging company. Buyer shall restore and repair all real and personal property that is altered or damaged as a result of Buyer's removal of the purchased items. Auction Company has the right to reduce or eliminate these requirements at its sole discretion.

10. **NON-PAYMENT:** If any Buyer fails to pay their invoice in full within the time herein specified, the Auction Company reserves the right to charge the Buyer's credit card that was used at time of registration for any unpaid balance on an invoice plus a 16% buyer's premium.

11. **NON-DELIVERY RESPONSIBILITY:** All purchases made are at Buyer's risk. Auction Company shall not be responsible if all or any part of such purchases be lost, stolen, damaged or destroyed from any cause whatsoever. Auction Company shall not, in any event, be liable for non-delivery, or for any other matter or thing, to any Buyer of any lot, other than for the return to Buyer the deposit or sum paid on said lot.

12. **NO WARRANTY OF ITEMS SOLD:** All items are sold on an "AS IS WHERE IS" basis with no warranties or representations whatsoever either expressed or implied including, but not limited to, any representation or warranty relating to title, possession, quiet enjoyment or the like. Auction Company is not responsible for the correct description, authenticity, genuineness of, or defects in any lot and makes no warranty in connection therewith. No allowance will be made or sale set aside on account of any incorrectness, error in cataloging or any imperfection not noted. Descriptions have been prepared for guide purposes only and shall not be relied upon by Buyer for accuracy or completeness. No deduction will be allowed on damaged articles as all goods are exposed for public exhibition and are sold "AS IS, WHERE IS" and without recourse. It is for this reason that Buyer should take advantage of the opportunity to make inspection prior to sale.

13. **MANNER OF ITEMS SOLD:** All items will be sold on a unit basis, unless listed and described as being sold by the "Lot". Auction Company reserves the right to withdraw from sale any of the items listed or to sell at this Auction items not listed. Auction Company reserves the right to temporarily or permanently end an auction during the stated auction period or extend an auction without notification. Auction Company also reserves the right to sell all of the items listed in bulk or to sell any and all items or lots prior to the auction.

14. **SALE BY COUNT, MEASURE OR WEIGHT**: Where items are sold by count, measure or weight, Buyer will be billed for, and required to pay, the estimated count, measure or weight. If, upon removal, any shortage exists, Buyer will receive a refund at the rate of purchase. If there is an excess, Buyer is required to accept and pay for this excess at the rate of purchase.

15. **CLAIMS:** No claims or allowances of any sort will be allowed once the assets have been removed from the premises.

16. **TECHNOLOGY:** Buyer acknowledges and agrees that the internet is an unreliable, unsecure, and error-prone network. Regarding our online and webcast auctions, Auction Company cannot and does not guarantee continuous, uninterrupted or secure access to the online bidding service provider or the comly.com website or that Buyer information, including auction registration and bids, will be transmitted and received in a timely fashion. Buyer agrees that Auction Company assumes no liability or responsibility for the malfunction or failure of the use of this technology.

17. **PERSONAL & PROPERTY RISK:** Persons attending during exhibition or removal of goods assume all risks of damage of or loss to person and property, and specifically indemnify and hold harmless Auction Company, landlord and Seller from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever. Auction Company, landlord and Seller shall not be held liable by reason of any defect in or condition of the premises on which the assets are located.

18. **INDEMNIFICATION:** Buyer agrees to indemnify and hold harmless Auction Company and Seller from and against all claims and liabilities relating to the condition or use of the articles purchased or failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with federal, state and local laws applicable to such articles or for proximate or consequential damages, costs or legal expenses arising therefrom.

19. **AGENCY:** Auction Company is acting as agent only and is not responsible for acts of its principals.

20. **RESERVE:** Auction Company reserves the right to reject any and all bids. On lots in which there is a reserve, the Auction Company has the right to bid on behalf of the Seller.

21. **BUYER'S PREMIUM:** A Buyer's Premium is a percentage that is added to the final bid price of any item. A 16% Buyer's Premium will be applied to all purchases. If the entire invoice is paid by cashier's check or wire transfer the Buyer's Premium will be reduced to 13%.

22. **SALES TAX:** Buyer shall pay to Auction Company all applicable sales or use taxes imposed by taxing authorities as a result of Buyer's purchases including, without limitation, any tax on the Buyer's Premium. To receive the benefit of any tax exemption, Buyer must present to Auction Company a sales tax exemption certificate acceptable in form, scope and substance to Auction Company in Auction Company's sole discretion.

23. **ADDITIONAL TERMS:** These terms may be changed or modified by Auction Company at any time without notification and other terms may be added.

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Catalog for Auction:Online Auction Sale - date

This catalog is meant merely as a guide. The auctioneer does not warrant the genuineness, accuracy or count of any items described herein.

Lot Num	Qty.	Description
1	1	Lot #2 through #50 in its Entirety. (Please contact auction office if you wish to bid on the entirety)
2	1	2018 Precor Treadmill w/Precor P82 Digital Display, m/n TRM731, s/n A594I1118D032
3	1	2018 Precor Treadmill w/Precor P82 Digital Display, m/n TRM731, s/n A594I1118D024
4	1	2018 Precor Treadmill w/Precor P82 Digital Display, m/n TRM731, s/n A594I1118D023
5	1	2018 Precor Treadmill w/Precor P82 Digital Display, m/n TRM731, s/n A594I1118D022
6	1	Precor Elliptical w/Precor P82 Digital Display, m/n EFX781, s/n AAPAI17180022
7	1	Precor Elliptical w/Precor P82 Digital Display, m/n EFX781, s/n AAPAI17180019
8	1	Precor Recumbent Bike w/Precor P82 Digital Display, m/n RBK885, s/n ANGDI26180001
9	1	Precor Recumbent Bike w/Precor P82 Digital Display, m/n RBK885, s/n ANGDI26180002
10	1	Precor Upright Bike w/Precor P82 Digital Display, s/n AE25I17180020
11	1	Precor Upright Bike w/Precor P82 Digital Display, s/n AE25I17180019
12	1	Precor Arc Trainer w/Precor P82 Digital Display, m/n AMT 12 885, s/n ANGCD05180003
13	1	Stairmaster, m/n 9-5270-MUNBPO, s/n SM5270L18250135
14	1	Concept 2-Indoor Rower
15	1	Precor Bicep Curl, Selectorized, m/n Discovery, s/n BA61J22180001
16	1	Precor Converging Chest Press, Selectorized, m/n Discovery, s/n BA82J25180001
17	1	Precor Rear Delt/ Pec Fly, Selectorized, m/n Discovery, s/n BA71J23180006
18	1	Precor Triceps Extension, Selectorized, m/n Discovery, s/n BA62J24180001
19	1	Precor Abdominal, Selectorized, m/n Discovery, s/n BA80J29180003
20	1	Precor Diverging Lateral Pulldown, Selectorized, m/n Discovery, s/n BA84J19180001
21	1	Precor Seated Row, Selectorized, m/n Discovery, s/n BA65J19180002
22	1	Precor Lateral Raise, Selectorized, m/n Discovery, s/n BA70J23180001
23	1	Precor Leg Extension, Selectorized, m/n Discovery, s/n BA73J26180004
24	1	Precor Seated Leg Curl, Selectorized, m/n Discovery, s/n BA76J30180001
25	1	Precor Leg Press, Selectorized, m/n Discovery, s/n BA72J23180004
26	1	Precor Leg Raise/Dip Chair
27	1	Precor Back Extension
28	1	Precor Adjustable Incline Ab Crunch
29	1	Precor Adjustable Flat Bench
30	1	Precor Adjustable Flat Bench
31	1	Precor Adjustable Flat Bench
32	1	Precor Seated Preacher Curl
33	1	Precor Seated Calf Raise, Plate Loaded
34	1	2-Tier Dumbbell Racks, w/Dumbbell Pairs, 5lb.-100lb. (5lb. Increments)
36	1	Precor Fixed Barbell 10Pc. Rack, 20lb.-110lb.
37	1	Smith Machine
38	1	Squat Rack
39	1	Torque USA Multi-Gym
40	1	Torque Custom Rack w/Rollers, Kettle Bells, Dumbbells, Medicine Balls, Heavy Bag, Digital Clock (Lot)
41	1	Torque Tank M2 All Surface Sled
42	1	Evolt 360 Scan Body Composition Scanner
43	1	Sceptre 50" Flatscreen Wall Mounted TV
44	1	Sceptre 50" Flatscreen Wall Mounted TV
45	1	Sceptre 50" Flatscreen Wall Mounted TV
46	1	Sceptre 50" Flatscreen Wall Mounted TV
47	1	Sceptre 50" Flatscreen Wall Mounted TV
48	1	Wood Cubbies, Benches, Trash Cans, Paper Towel Dispenser, Etc. (Lot)
49	1	Office Furniture, Desk, Chair, Square Payment Unit, Etc.
50	1	Server Rack System w/DVR, A/V Equipment, Rack Server, Etc.