



# **PUBLIC AUCTION**

**By Order of Landlord;  
RESTAURANT EQUIPMENT  
1910 Archibald, Suite L, Ontario, CA**

# **AUCTION CATALOG**

**(818) 652-8835**

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**TERMS: Cash, Cashier's Check or Wire Transfer •  
Buyers Premium Will Apply – On Site 12.5% and a  
Refundable Cash Deposit of \$300.00 to Register.**

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## **Credit Management Association**

**40 E. Verdugo Avenue, Burbank, CA 91502  
(818) 972-5352 • FAX (818) 972-5301  
Jim LaRicca, Auctioneer • CA Bond #SUR839160**

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**SAMPLE – CHECK GUARANTEE LETTER**

**MUST BE SUBMITTED ON BANK LETTERHEAD**

DATE: Current Date

Victoria Murawske  
Credit Management Association  
Auction Services  
40 East Verdugo Avenue  
Burbank, California 91502

RE: Bank Guarantee Letter/Auction Name

Dear Ms. Murawske:

Your Bank Name will guarantee Your Company Name check # \_\_\_\_\_ from their account # \_\_\_\_\_ up to \$Amount. This Letter of Guarantee is valid for 15 business days from date of check.

If you have any questions, please call Bank Contact and Bank Phone Number.

Signature – **Bank Officer**

This is the **ONLY** type of guarantee letter that will be acceptable.  
Please do not modify the letter.

If you have any questions please feel free to contact Victoria Murawske at (818) 972-5352.

**CREDIT MANAGEMENT ASSOCIATION**  
**40 East Verdugo Avenue**  
**Burbank, California 91502-1931**  
**(818) 972-5352**

**RESTAURANT EQUIPMENT**

**TERMS AND CONDITIONS**

1. Registered Bidders/Buyer is required to maintain a 25% deposit on all items purchased at the auction. This is a non-refundable deposit and will be forfeited in the event that a buyer fails to close. Payments are accepted in the form of Cash, Cashier's Check made payable to Credit Management Association, **Wire Transfer**, or **Business Check** accompanied by an **APPROVED BANK LETTER OF GUARANTEE** payable to Credit Management Association only. **NO EXCEPTIONS**. All bidding and invoicing will be in US Dollars (\$); the above approved forms of payment must be made in US currency. **ALL INVOICES MUST BE PAID WITHIN 24 HOURS OR THE DEPOSIT WILL BE FORFEITED TO AUCTIONEER.**
2. A REFUNDABLE ENTRANCE DEPOSIT MAY BE REQUIRED TO REGISTER AND TO PARTICIPATE IN THE AUCTION. \$300.00 for today's auction.
3. A premium of [change to premium 10% to 15.5%] of the bid price will be added to the price of each item purchased. The buyer's premium for each sale will also be announced at the time of the auction. Taxes are calculated AFTER the buyer's premium. Note: Buyer's premium online generally differs from onsite. The Buyer's Premium percentage will be posted on the website.
4. **ALL SALES ARE FINAL. NO EXCEPTIONS.** The condition of the merchandise being offered varies. Buyer understands and agrees: (1) that any description or sample of the merchandise given or furnished by Auctioneer is solely for identification and does not create any warranty, expressed or implied, that the merchandise actually conforms to such description or sample; (2) that all merchandise is purchased and accepted by Buyer "**AS IS – WHERE IS**", "**IN PLACE**" and "**WITH ALL FAULTS, KNOWN AND UNKNOWN.**" **CREDIT MANAGEMENT ASSOCIATION ("AUCTIONEER") MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, LOCATION, USEABILITY, SALEABILITY, WEIGHT, MEASUREMENT, YEAR, MODEL, MECHANICAL CONDITION, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR OTHER SPECIFICATIONS. MANUFACTURERS WARRANTIES MAY BE IN EFFECT. NO SALE SHALL BE INVALIDATED AND AUCTIONEER SHALL HAVE NO LIABILITY FOR A MISDESCRIPTION OF ANY ARTICLE OR LOT WHETHER CONTAINED IN A CATALOG, ADVERTISEMENT OR OTHERWISE.** Descriptions have been prepared for guide purposes only and shall not be relied upon by Buyer for accuracy or completeness. By submitting a bid, Buyer/Bidder affirms it has inspected all items or has waived its right to do so prior to bidding. Buyers shall be deemed to have relied entirely upon their own inspections and investigations.
5. Buyers will be charged all applicable taxes unless **SATISFACTORY PROOF OF EXEMPTION** is provided to Auctioneer. If satisfactory proof is not provided, Buyer will pay all applicable taxes to Auctioneer. Proof must be provided PRIOR to removal of purchases. No taxes will be refunded once the purchasers have left the site. Proof of exemption, subject to approval by Auctioneer, includes **VALID RESELLER'S PERMITS, STATE-ISSUED LETTERS OF EXEMPTION, BILLS OF LADING** provided by shipper for **OUT-OF-STATE SHIPMENTS** only, and any other documents as governed by applicable local, state, and federal laws deemed acceptable at Auctioneer's sole discretion. Taxes are calculated AFTER the buyer's premium.
6. All articles will be sold to the highest bidder conforming to the bid process. Auctioneer reserves the right to sell articles by individual group lots and "En Bloc" as he deems appropriate. Auctioneer reserves the right to group, reduce, add to or delete lots. Auctioneer reserves the right to sell on behalf of third parties, its own account or on the account of others. In the event there is a dispute between two or more claims of entitlement as the successful bidder, Auctioneer reserves the right to re-auction the item in dispute. Auctioneer shall regulate all matters relating to the conduct of the

auction and his decision shall be final and binding on all bidders. Auctioneer shall be entitled to make changes in (the composition of) the lots or to withdraw them, up until the last moment before the sale, refuse bids without having to state the reason, in which case the previous bidders shall be bound to their bids, and to correct himself. Auctioneer reserves the right to sell subject to reserve and to purchase for its own account or of others, whether by verbal or written proxy, all subject to prior sale. All sales shall be concluded on the fall of the hammer or as indicated by Auctioneer and no buyer may thereafter revoke his bid.

7. Any announcements made on the day of the auction take precedence over catalog or other previously announced or documented information, but do not alter in any way the basic terms and conditions of sale. Credit Management Association reserves the right to correct any mistakes or typographical errors made by itself or on its behalf in any of its announcements or documents.
8. No checkout will be permitted during the auction sale. All invoices must be paid in full before merchandise will be released from the premises. Unless Auctioneer determines otherwise at its sole discretion, checkout will begin on the day following the auction sale. Quantities must be checked before removal of purchases. No allowances will be made for claims or shortages once items are removed from the auction premises. Unless Auctioneer determines otherwise at its sole discretion, no item, no matter how small or how far the purchaser has to travel, may be removed until the close of the auction sale. Where available, documents of transfer, including motor vehicle ownership documents, will be provided within 30 days following the auction or as soon thereafter as such documents are available. Credit Management Association makes no warranties that such documents will be available. Any available titles shall not pass to Buyer until full payment is received.
9. All property must be paid for and picked up in the time frames announced by Auctioneer at time of sale. If not, the merchandise will be deemed abandoned and Buyer will lose right, title or interest Buyer may have acquired and the merchandise shall revert and repossess to Auctioneer without further notice to Buyer and Buyer's deposit will be forfeited. No purchaser may assign, transfer, or dispose of his rights in any article purchased before he has paid the purchase price in full.
10. If any applicable conditions are not complied with by Buyer, then, in addition to any other remedies available to Auctioneer, including and without limitation, the right to hold Buyer liable for the total purchase price, Auctioneer may, at its option, (a) cancel the sale, retaining all payments made by Buyer, including any deposit made, as liquidated damages and/or (b) resell the merchandise at public auction in which event Buyer will be liable for the cost of removing and reselling the abandoned merchandise, for any deficiency between Buyer's original purchase price and subsequent resale price, Auctioneer's commission, interest rates (a minimum of 1.5% per month or 18% per annum), legal fees, moving and storage (a minimum of \$2.00/sq.ft. per month) and all other expenses related to the disposal or reselling of the abandoned property. In addition, Auctioneer may retain any merchandise purchased at auction by a defaulting Buyer as collateral security for Buyer's obligations to Auctioneer.
11. Buyer is solely responsible to provide any personnel, equipment or materials needed to pick up purchases and shall assume all responsibility for the removal of any item of property purchased at the sale and any and all risks associated with such removal including, without limitations, the responsibility for providing **LICENSED AND BONDED** professionals to ensure proper water, gas and/or power disconnection, disassembly, removal and loading and full financial responsibility for any damage or liability to persons or property resulting from any negligent act or omission of Buyer or Buyer's employees, agents and/or representatives during pick-up and removal.
12. Buyer agrees that in the event purchased merchandise contains any environmental hazards, toxic waste or other type of hazardous material in any form whatsoever, Buyer shall provide evidence that Buyer or its representatives are licensed for such removal and shall comply with all applicable local, state and/or federal rules, laws and regulations. Auctioneer, its agents or representatives will not be responsible for its containment, storage or removal.
13. Persons in attendance during the inspection, sale or removal of merchandise assumes all risks of damage or loss to persons, property, or merchandise and shall exercise proper precautions at all times for the protection of persons and property and shall comply with all safety and health requirements as directed by Auctioneer, and local, state and federal regulations. Auctioneer, its agents, its employees and representatives shall not be liable by reason of any defect in or about the condition of the premises on which the auction is held. Buyer specifically releases Auctioneer, its agents and representatives from all liability thereof.
14. All risks of loss shall pass to Buyer at the time of payment. If Auctioneer is unable to deliver an article sold to Buyer due to fire, theft or any other reasons whatsoever, Auctioneer shall reimburse Buyer for all monies paid to Auctioneer

in respect to the article and Auctioneer shall have no further liability to the purchaser arising from or relating to such loss, including without limitation any damages for loss of profits.

15. **In no event shall Auctioneer's liability to Buyer exceed the purchase price actually paid.** A buyer's claim shall be limited to the amount paid for the merchandise, and shall not extend to any obligation; risk; liability; right; claim; remedy for loss of use, revenue or profit; liability of Buyer to any third party; personal injury; or any other direct, indirect, incidental or consequential damages. Auctioneer is acting as an agent only and is not responsible for its clients.
16. Buyer agrees to indemnify, defend and hold harmless Auctioneer and its agents and representatives, from any and all demands, claims, losses, damages and liabilities (including attorney's fees) asserted against, resulting to or imposed upon Auctioneer resulting from the negligence of Buyer or his/her employees, agents and representatives, while in, at or about the auction premises during inspection, sale or removal of merchandise.
17. Credit Management Association shall have the right to make image and audio video recordings of the auction, to use said recordings at its own discretion, and if deemed appropriate to make them public. Participants give their permission by participating in the auction.
18. The bidder's paddle is nontransferable. All bids made by the holder of the paddle will be Buyer's responsibility. A successful bid at auction constitutes a legally binding contract of sale. Auctioneer reserves the right to refuse any applicant the privilege of bidding or attending the auction and may revoke such privilege of bidding or attending the auction AT ANY TIME.
19. This sale transaction shall be governed by and construed in accordance with local laws of the State of California, USA. If any provision of these Terms and Conditions shall be held invalid, illegal, unenforceable or inoperative, the balance of Terms and Conditions shall remain in full force and affect as if such provisions had not been included. These Terms and Conditions with any amendments or modifications expressly made by Auctioneer at the time of the auction constitute all the terms and conditions with respect to the sale of articles at this auction. There are no representations, warranties, terms, conditions, undertakings or collateral agreements except as herein provided.
20. All Registered Buyers acknowledge and accept by their signature the Terms and Conditions of the sale that is printed on back of the registration card/bidder paddle.

**ALL SALES ARE FINAL! NO REFUNDS OR EXCHANGES!**

Directly Following the Auction until 4:00 p.m.  
Friday, June 26, 2009 From 9:00 a.m. to 4:00 p.m.  
Monday, June 29, 2009 From 9:00 a.m. to 4:00 p.m.

**ALL SALES ARE FINAL! NO REFUNDS OR EXCHANGES!**



**WIRE TRANSFER INSTRUCTIONS**

**AMERICAN RIVER BANK  
520 CAPITOL MALL, SUITE 100  
SACRAMENTO, CA 95814  
CMA AUCTIONS  
ACCOUNT # 510707693  
AB# 121140263**

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**CMA CORPORATE OFFICE: 40 E. VERDUGO AVENUE, BURBANK,  
CA 91502 PHONE: 818)972-5300 x 152 [www.cmaauctions.com](http://www.cmaauctions.com)**

## Catalog For : Restaurant Auction-Ontario,CA

This catalog is meant merely as a guide. The Auctioneers do not warrant the accuracy, genuineness, authenticity, description, weight, count or measure of any of the lots specified herein.

Lot	Qty Description	Lot	Qty Description
1	1 US RANGE SIX BURNER S/S GAS STOVE	25	2 WOOD TRASH BINS
2	1 CONNERTON S/S TWO BURNER GRILL	26	1 WOOD COUNTER STORAGE UNIT
3	1 BEVERAGE AIR S/S TWO DOOR REFRIGERATOR	27	2 PLYMOLD BOOTHS
4	1 FRYMASTER S/S DEEP FRYER W/TWO BASKETS	28	3 PLYMOLD BOOTHS
5	1 DELFIELD THREE DOOR S/S FRIDGE TABLE UNIT	29	5 PLYMOLD BOOTHS
6	1 DELFIELD S/S ONE DOOR MINI FRIDGE	30	1 MAGNAVOX 27 INCH TV
7	1 SHARP R-21FV COMMERICAL MICROWAVE		
8	1 ICE-O-MATIC COMMERICAL 110V ICE MAKER		
9	1 BAKERS PRIDE Y600 TWO DOOR PIZZA OVEN		
10	1 DELFIELD S/S FOUR DOOR FRIDGE PREP TABLE		
11	1 BERKEL 818 COMMERICAL FOOD PROCESSING MACHINE 110V		
12	1 HOBART P660 COMMERCIAL 220V MIXER		
13	2 S/S PREP TALBES		
14	1 DELFIELD AVERY S/S TWO DOOR COMMERCIAL FREEZER		
15	1 WALK-IN FREEZER UNIT 6x8		
16	9 ASSORTED METRO RACKS		
17	1 LOT OF ASSORTED UTENSILS, PIZZA BOX SLEEVES, CUPS, PREP BUCKETS, ETC.,		
18	1 HATCO FLAV R FRESH FDW-1 MINI OVEN		
19	1 METAL FOUR DOOR LOCKER UNIT		
20	1 LOT OF DESK, CHAIR AND FILE CABINET		
21	1 WOOD STORAGE CABINET W/CONTENTS		
22	1 LOT OF ASSORTED ITALIAN STYLE WALL PICTURES		
23	1 LOT OF ASSORTED PLANTS		
24	1 BAKERS RACK		