

Auction Catalog

Farmers Mill Feed Supply

118 Kendrick St.
Sherman, NY 14781

Live Auction

Tuesday, March 17, 2020 | 9am ET



blackbird

Auctions and Valuations

Blackbird Asset Services, LLC

5586 Main Street #204
Williamsville, NY 14221

(716) 632-1000

BlackbirdAuctions.com

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blackbirdauctions.com/review





Auction Bidder Agreement

Bidder and Auctioneer agree that the Terms and Conditions listed below shall govern this webcast auction sale:

1. All persons seeking to register to bid acknowledges acceptance of these terms of sale, and guarantees prompt payment of all purchases by cash, wire transfer, credit card or company check. No items will be removed prior to full payment, with all funds having cleared our accounts. The "Bidder" becomes a "Buyer" upon the Auctioneer's acceptance of their bid on one or more items in the Auction sale. All sales are final. No returns or refunds will be permitted for any reason whatsoever.
2. FULL PAYMENT must be made immediately for your purchase at the Auction. This payment can be made in the form of cash, credit card (up to \$5,000) or wire transfer (wire instructions on request). Company checks will be accepted only if accompanied by a letter from the issuing bank that reads: "(Bank Name) unconditionally guarantees payment to Blackbird Asset Services, LLC from (Purchasers Name) on account number _____ up to the amount of \$_____. This guarantee will be valid for purchases made at the Farmers Mill Auction on March 17, 2020." FULL PAYMENT MUST BE MADE IMMEDIATELY FOR YOUR PURCHASE AT THE AUCTION.
3. Items left unpaid for more than 48 hours will be resold at the risk and expense of the Buyer. In the event that a Buyer fails to pay the entire purchase price (in addition to the Buyer's premium and any applicable tax) within 48 hours, or otherwise fails to comply with these Terms and Conditions, the Auctioneer and the Seller will retain any deposit paid as liquidated damages without notice. The Auctioneer and the Seller reserve the right to resell such items without notice, and the defaulting Buyer shall be liable to Auctioneer and Seller for any resulting deficiency, including costs incurred in storing and reselling such items.
4. Auctioneer shall charge and collect from each onsite Buyer a 15% buyer's premium for each sale at the Auction, in addition to the purchase price as bid. Buyers using the webcast system will be charged an 18% buyer's premium. Buyers that pay by credit card will be charged a 3% convenience/credit card fee in addition to any buyer's premiums so noted. **Online buyers are subject to this additional 3% convenience / credit card fee if they pay by credit card.**
5. Collection of applicable taxes will be in accordance with the laws of New York State. Sales tax for Chautauqua County, NY is 8.00%. Auctioneer reserves the right to charge and collect tax on all purchases, shifting the burden of determining any tax exempt status to the purchaser (if applicable). In such case, tax refunds will be issued by the respective state. **If you are entitled to a sales tax exemption, please contact our office before March 16, 2pm ET to clear sales tax exemption. Buyers who fail to clear sales tax exemption prior to March 16, 2pm ET will be charged sales tax and must file with New York State for any refund to which they may be entitled due to exemption.**
6. For any purchase paid in cash with a value of \$10,000 or greater, Buyer is required to complete Department of the Treasury Internal Revenue Service form 8300 (<https://www.irs.gov/pub/irs-pdf/f8300.pdf>) at the time of purchase.
7. **Removal:** Arrangements for removal of purchased items will be the sole responsibility of the Buyer. **BRING YOUR TRUCK** as removal limited to immediately following the sale. **BLACKBIRD IS NOT A RIGGING COMPANY AND WILL NOT BE RESPONSIBLE FOR LOADING YOUR PURCHASES.** All purchases must be removed on sale day, trucks and similar equipment may be left outside and picked up at buyers convenience. All items left after March 20 will be considered abandoned. All riggers must supply a valid insurance certificate prior to beginning work. Contact Blackbird at 716-632-1000 or auctions@blackbirdauctions.com to set up an appointment.
8. The Buyer becomes fully responsible for and assumes all risk of loss and damage to items purchased until items are removed from the Auction site, whether or not the removal deadline has passed. If the Buyer does not remove an item within the announced removal period, Auctioneer and the Seller may, in their sole discretion, deem the item to have been abandoned by the Buyer and the Buyer will have no further rights with respect to the item.
9. In the event of any dispute concerning the winning bid price for an item, the record kept by Auctioneer shall control. In any dispute between two or more bidders, the Auctioneer's decision shall be absolute and final.
10. All items in the Auction shall be sold to the highest bidder; provided, however, that some items may be auctioned with minimum reserve prices, and/or subject to Seller's right of confirmation. Auctioneer reserves the right to reject any bid that is only a minimal increase over the preceding bid, that is not commensurate with the value of the item being offered, or any bid that Auctioneer believes was made illegally or in bad faith. Further, Auctioneer may bid at the Auction either for its own account or on behalf of the Seller or a third party. All sales are final. No returns or refunds will be permitted, unless authorized by the Seller in writing.
11. **ALL ITEMS ARE SOLD AS-IS, WHERE-IS AND WITH ALL FAULTS. NEITHER SELLER NOR AUCTIONEER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE, OR CONDITION OF ANY ITEM. AUCTIONEER AND SELLER EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

(continued on next page)

12. No sale shall be invalidated by reason of any defect or inaccuracy in any description or listing, and no liability shall be borne by the Auctioneer with respect to such errors. All information has been obtained from sources generally believed to be reliable, but the accuracy cannot be guaranteed or warranted by the Auctioneer. **Bidder acknowledges it is their responsibility to inspect all items and to make their own inquiries prior to their bidding.**
13. **Use of Technology:** Independent third-party service providers are responsible for supplying and maintaining various online electronic bidding platforms used in connection with online bidding, and as such each Bidder is subject to a set of terms specific to that service provider, typically agreed to upon registration with respective platform. Bidder acknowledges that neither the Auctioneer nor the Seller will be held responsible for any interruption in service, slow connection speeds, errors, and/or omissions, or any other complication encountered during the course of any online bidding. Auctioneer cannot guarantee continuous, uninterrupted or error free service for any online bidding. Bidder acknowledges that online bidding is conducted electronically and relies on hardware and software that may malfunction without warning, and by use of these platform(s) each Bidder agrees to indemnify and hold harmless Auctioneer and/or the Seller from any and all claims that may arise from use of any online bidding platform. Auctioneer may, in its sole discretion, void any sale, temporarily suspend bidding and/or re-sell any item/lots that may have been impacted by any malfunction of an electronic bidding platform.
14. The aggregate respective liability of Seller or Auctioneer in respect of any other loss or damage suffered by a Buyer and arising out of or in connection with these Terms and Conditions or arising out of or in any way connected with a Buyer's participation in the Auction, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed (i) in the case of the Seller, the amount of the purchase price paid by the Buyer; and (ii) in the case of the Auctioneer, the Buyer's premium paid by the Buyer, in each case in respect of the goods which are the subject of the claim.
15. Computers, drives and other electronic equipment may contain copywritten software that is governed by a license agreement issued to a third party. In such event the Buyer acknowledges that said software and license agreement(s) are not included in their purchase(s). Buyer guarantees the destruction of any personally identifiable information that may be stored on such devices, and shall indemnify and hold harmless the Auction Company and their Seller from any claims, suits or other actions brought against them that relates in any way to personally identifiable information or any other data that remains on such devices, latent or obvious.
16. Buyers acknowledge that an Auction site or the Seller's site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters such site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Buyers shall so advise their agents and employees. No person shall have any claim against Auctioneer, the Seller or their respective agents or employees for any injuries sustained or for damages to or loss of person or property that may occur at such site.
17. These Terms and Conditions are incorporated and merged with any sale-specific Terms and Conditions which may be distributed via our website at BlackbirdAuctions.com and / or at the physical auction location.

Terms and Conditions for live auction of Farmers Mill March 17, 2020 R2 20200312



NO WARRANTIES

Every item and lot in this auction is sold: (a) “AS-IS, WHERE-IS AND WITHOUT RECOURSE,” and (b) with no warranties, guarantees or representation of any kind or variety, whether expressed, implied or otherwise.

PAYMENT

FULL PAYMENT must be made immediately for your purchase at the Auction. This payment can be made in the form of cash, credit card (up to \$5,000) or wire transfer (wire instructions on request). Company checks will be accepted only if accompanied by a letter from the issuing bank that reads: “(Bank Name) unconditionally guarantees payment to Blackbird Asset Services, LLC from (Purchasers Name) on account number _____ up to the amount of \$_____. This guarantee will be valid for purchases made at the Farmers Mill Auction on March 17, 2020.” FULL PAYMENT MUST BE MADE IMMEDIATELY FOR YOUR PURCHASE AT THE AUCTION.

BUYER’S PREMIUM

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SALES TAX

Sales tax of 8.00% Must be charged to all purchasers unless the items are for resale or use in manufacturing. Purchaser must supply a current NY Form ST-120 or ST-121, along with a copy of their NY sales tax certificate of authority (form DTF-17-A). Out of state purchasers will be charged sales tax, which may be refunded upon receipt of a bill of lading from a common carrier evidencing out of state shipment.

Blackbird reserves the right to charge sales tax on **any** purchase and require the purchaser to file with NYS for a refund if the purchaser believes they are entitled to a tax exemption.

REMOVAL

immediately following the auction.

Arrangements for removal of purchased items will be the sole responsibility of the Buyer. BRING YOUR TRUCK as removal limited to immediately following the sale. BLACKBIRD IS NOT A RIGGING COMPANY AND WILL NOT BE RESPONSIBLE FOR LOADING YOUR PURCHASES. All purchases must be removed on sale day, trucks and similar equipment may be left outside and picked up at buyers convenience. All items left after March 20 will be considered abandoned. All riggers must supply a valid insurance certificate prior to beginning work.

Please contact our office at 716-632-1000 or by email at auctions@blackbirdauctions.com to make an appointment for your rigger to gain access to the facility and remove your purchases.

Riggers

The following riggers have posted proper insurance and are approved to work this auction. Feel free to contact any of these riggers, or you are free to use the rigger of your choice.

ATM Supply Co.

716-876-9600

tim@atmsupplyco.com

Winters Rigging

716-337-3930

tj@wintersrigging.com

PROCEDURES FOR EQUIPMENT REMOVAL

1. All Riggers/Buyers must present authorized Blackbird personnel with an original insurance certificate in the amount of at least \$1,000,000 prior to commencing any removal activities (see attached sample certificates). The auctioneer has the right to reduce or eliminate these requirements at his sole discretion.
2. Should any pits, floor bolts or hazard of any type exist after removal of equipment, it is the responsibility and cost of the buyer to guard these areas using generally accepted safety practices, such as safety tapes, pipes or bars welded in place, or suitable safety barrier, acceptable to Blackbird. All floor bolts and/or anchoring fasteners are to be cut flush to the floor and the area left broom clean. All electric wiring and utility piping must be safely disconnected and capped at the incoming main switch or valve, which will remain in the building, unless otherwise specified.
3. Machines are to be staged for loading in the area assigned by Blackbird personnel.
4. Any hydraulic fluid or oil leaks are the Rigger/Buyer's responsibility to clean up. Miscellaneous conduit, wires and threaded studs in cement must also be removed.
5. It is the responsibility of the Rigger/Buyer to disconnect all electrical power to the machines and needs to be done by a licensed tradesman. Please check to make sure the power is off to the machines before disconnecting. In cases where the seller is responsible for disconnect, you will be notified in advance.
6. No trucks are to be left running in an enclosed building. Blackbird is not liable for equipment and tools left on the premises.
7. Bridge cranes and hoists may be used only by Rigger/Buyers with crane insurance on their certificate and only with the written permission of crane owner.
8. **Liable for Damages** - Any surface or structural damage to walls, ceilings, floors, overhead doors, gates, etc. will be Rigger/Buyer's responsibility. Blackbird personnel are instructed to report damage to the Home Office and plant personnel immediately. Rigger/Buyers will not be permitted to leave with equipment until repairs are made.
9. Theft will not be tolerated and we reserve the right to inspect all trucks, toolboxes and rigger cases. Instances of theft will result in the immediate termination of removal privileges and full-allowed prosecution by law.
10. Rigger/Buyers must present a copy of the customer's invoice to authorized Blackbird personnel prior to removal of any equipment, along with an executed authorization from the customer allowing the Rigger to remove selected equipment.
11. Rigger/Buyer must take full responsibility for and exercise all reasonable care to ensure that there is no release to the environment of any hazardous wastes or substances as are defined in applicable Federal, State and Local Statutes, Regulations, Rules or Ordinances.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/01/2012
PRODUCER Your Insurance Broker PO Box 504 Anywhere, USA 56789	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Rigger of Choice, Inc. 123 Main St Anywhere, USA 56789	INSURERS AFFORDING COVERAGE INSURER A: XYZ Huge Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	123-12345	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP-456	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0.00	UMB 123-12345	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 123-12345a	01/01/2012	01/01/2013	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STATU-TORY LIMITS</td> <td>UTR-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 300,000</td> </tr> </table>	WC STATU-TORY LIMITS	UTR-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 300,000
WC STATU-TORY LIMITS	UTR-ER													
E.L. EACH ACCIDENT	\$ 100,000													
E.L. DISEASE - EA EMPLOYEE	\$ 100,000													
E.L. DISEASE - POLICY LIMIT	\$ 300,000													
A		OTHER Riggers Legal Liability	4017950415	01/01/12	01/01/13	\$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Products Aggregate shown applies "Per Project". It is understood and agree that the Certificate Holder is named as an Additional Insured on all policies with respect to any work performed by the above insured.

CERTIFICATE HOLDER Blackbird Asset Services, LLC 5586 Main St #204 Williamsville, NY 14221	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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LOT 500 | QTY 1

WACONIA stainless steel 6-ton rotary drum fertiliz



LOT 512 | QTY 1

Scale dump hopper 1000 LB.Cap.



LOT 524 | QTY 1

Contents of 2 offices desks file cabinets, printer



LOT 501 | QTY 1

Misc. liquid fertilizers & products



LOT 513 | QTY 1

Scale dump hopper 1000 LB.Cap.



LOT 525 | QTY 1

HERRING HALL MARVIN SAFE B-1 #4, S/N 791743



LOT 502 | QTY 1

Drive-on platform scale



LOT 514 | QTY 1

Exact Weight scale portable bag scale



NOTES

LOT 503 | QTY 1

2014 FORD F550 dump truck power stroke diesel



LOT 515 | QTY 1

HOWE 54 bag scale



LOT 504 | QTY 1

2000 NAVISTAR International 20' box feed truck



LOT 516 | QTY 1

Portable platform bag scale



LOT 505 | QTY 1

2005 International DT530 feed truck



LOT 517 | QTY 1

Portable platform bag scale



LOT 506 | QTY 1

TOYOTA Forklift Truck 3150" LP



LOT 518 | QTY 1

Grain Mixer 3 ph. Motor



LOT 507 | QTY 1

Lion LiftAll 4000# rough terrain forklift, gasolin



LOT 519 | QTY 1

Pallet rack 1 section 42" x 96" x 10' H. w/ 2 wh



LOT 508 | QTY 1

Ford Tractor Diesel 340B w/ Front Loader



LOT 520 | QTY 1

contents of room assorted types of fertilizer, etc



LOT 509 | QTY 1

Blue-Point Air Compressor



LOT 521 | QTY 1

TOYOTA pallet jack & EV-N-spread seeder



LOT 510 | QTY 1

PEERLESS FEED MIXER/MILL 10 hp.



LOT 522 | QTY 1

Contents of retail items



LOT 511 | QTY 1

BURROWS scale dump hopper 1000 LB.



LOT 523 | QTY 1

Retail gondola shelving in store area

