

# Stone Auctioneers & Appraisers Registration Form

Bidder# \_\_\_\_\_

Company: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

Bidder Name: First: \_\_\_\_\_ Last: \_\_\_\_\_ Middle: \_\_\_\_\_

DL #: \_\_\_\_\_ DL State \_\_\_\_\_ e-mail address: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Taxable? Yes \_\_\_\_\_ No \_\_\_\_\_

Payment: Cash \_\_\_\_\_, Certified Check \_\_\_\_\_, Bank Wire \_\_\_\_\_, Co. Check with Bank Letter \_\_\_\_\_

How were you notified about the auction? Newspaper \_\_\_\_\_ Brochure \_\_\_\_\_ Internet \_\_\_\_\_ Other \_\_\_\_\_

***We pay confidential finders rewards on any lead that generates an Auction or Appraisal!***

**SETTLEMENT:** The United States and State Laws for failure to pay shall apply. The buyer agrees to make agreed settlement on sale day during or immediately after the auction in U.S. Currency, Bank Certified U.S. Funds, or company check with bank letter of authorization. Here's how your letter should read: (Customer Name) is a customer of this bank. This bank guarantees for a period of ten banking days from (sale date) unconditional payment of their company check made payable to Stone Auctioneers & Appraisers in the amount of \$\_\_\_\_\_. In default of payment and or property not removed within the specified time, the Auctioneer in addition to all other remedies allowed by law, will retain all monies received and resell the property at public sale without further notice. Any deficiency, including expenses of resale, will be charged to the defaulting bidder.

**BUYER'S PREMIUMS:** A 12% buyer's premium will apply. These premiums will be added to every purchase to make up the sale total.

**REGISTRATION:** Buyers represent and warrant that this registration is made for the Buyer alone and not on behalf of any other person. The Buyer furthermore agrees that these signed terms and conditions shall apply to all sales public or private with out exception unless mutually agreed to in writing. The Auctioneer reserves the right to revoke any bidder card and eject any person at any time.

**INSPECTION:** The buyer agrees to physically inspect the property and to rely exclusively upon this inspection in order to bid or purchase at the sale.

**MEMORANDA OF SALE:** The record of sale kept by the auctioneer or record keeper must be taken by the bidder or buyer as absolute and final in all disputes.

**ACCESSORIES:** All tooling and accessories will be sold separate from the equipment unless otherwise stated.

**NO WARRANTIES:** All property is sold AS-IS, WHERE-IS with all faults. There are no warranties, representations or guarantees, as to quality, character or condition of the property. The implied warranty of merchantability is expressly disclaimed. Auction Buyers shall not be entitled to any adjustments or allowance, rescission, damages or any remedy or claim as to quality, character or condition of any property purchased by the bidders.

**RISK OF LOSS:** The Auctioneer and Seller are not responsible for any lost, damaged or stolen property, of any kind, regardless of circumstance. The Buyer assumes delivery, full responsibility and accepts all risk of loss for any property purchased from the time the Auctioneer accepts the Buyer's bid regardless of the check out or closing process.

**THEFT:** The theft of any property should be reported to the local police. It is the right of all auction buyers to prosecute anyone caught stealing to the fullest extent of the law.

**CHECK OUT & REMOVAL:** The Buyer has no right of abandonment whatsoever. The Buyer agrees to remove all purchased property from the Auction Site within the specified time announced or posted in the auction catalog. Property not removed within the time specified will be resold or disposed of by the auctioneer or seller without additional notice and in addition to all other remedies allowed by law, the auctioneer will retain all monies received and add any deficiency or expense associated with resale or disposal of the property to the defaulting buyer. Riggers, movers, electricians or anyone working as such must provide the auctioneer with proof of insurance. The coverage must be at a level acceptable to the auctioneer and seller. All removal expenses and the repair of damages caused by removal are at the risk and expense of the buyer and or their agent unless otherwise stated on the Auction invoice.

**AUCTION SITE:** Buyer acknowledges that the auction site is a potentially dangerous place. Every person attending the auction sale at all times shall be there at their own risk, with notice of the conditions at the premises, the activities on the premises, and the conduct of third parties now given. Buyers shall so advise their agents and employees. The buyer agrees to indemnify and hold the auctioneer and seller harmless from any claims or damages. No person shall have any claim against the Auctioneer, his agents, employees or principles regardless of personal injury, loss of life or damages to or loss of property. Buyer also acknowledges responsibility for his actions and conduct and the action and conduct of their agents and employees throughout the sale and checkout process.

**DISPUTES:** Any disputes that arise during the course of the sale or pay period shall be decided by the Auctioneer. The decision of the Auctioneer shall be final and absolute.

**ADDITIONAL:** Announcements made by the Auctioneer prior to the sale shall become a part of this agreement. Although all information has been obtained from sources deemed reliable, the Auctioneer and seller make no guarantee whatsoever to the accuracy of any printed materials. The Auctioneer reserves the right to refuse admittance to anyone. The Auctioneer reserves the right to withdraw items, alter the sale order, accept bids from the seller and group lots as he deems appropriate. Absentee bids will be bid proxy from the Auctioneer and staff. The bidders and or buyers will not hold the Auctioneer liable for the seller's misconduct or negligence in regards to matters of title or failing to close on a sell or failing to disclose defects of any kind including that of hazardous waste. Buyers and Bidders will look to the Seller in these matters.

**I hereby certify that I have read and understood and agree to be bound by the above terms & conditions.**

Signature \_\_\_\_\_ Date: \_\_\_\_\_