

**Company:** \_\_\_\_\_ **Bidder:** \_\_\_\_\_

**e-mail address:** \_\_\_\_\_ **First Driver's License: State #** \_\_\_\_\_ **Last #** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Physical Address (if above is a P.O. Box):** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_ **Cell:**(\_\_\_\_) \_\_\_\_\_

**How were you notified?** Newspaper \_\_\_\_\_ Brochure \_\_\_\_\_ Internet \_\_\_\_\_ Other \_\_\_\_\_

**PERSONAL PROPERTY TERMS & CONDITIONS**

**ATTENTION:** By registering for this auction, you are entering into a written agreement with Stone Auctioneers & Appraisers and the Seller.

**REGISTRATION:** Bidders represent and warrant that this registration is made for the Bidder alone and not on behalf of any other person. The auctioneer reserves the right to revoke any Bidder card and eject any person at any time.

**INTERNATIONAL BUYERS:** Prior to being approved, International Bidders must provide a copy of your contract for services agreement and power of attorney with a U.S. Freight Forwarder that is capable of meeting all export licensing requirements. The auctioneers invoice will not be used as an export document and the auctioneer will not act as your shipper / exporter (PPIN) under any circumstances.

**SETTLEMENT:** The United States and State Laws for failure to pay shall apply. The Bidder agrees to make agreed settlement on sale day during or immediately after the auction in U.S. funds, wire transfer, bank-certified check, 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 \$\_\_\_\_\_. Visa, MC, AMEX and Discover will be accepted for purchase totals up to \$2000 (\*see credit card terms).

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 onsite and a 15% buyer's premium will apply online. These premiums will be added to every purchase to make up the sale total.

**SALES TAX:** Sales Tax, if applicable, will apply to every purchase. If you are sales tax exempt, you must provide the auctioneer with a copy of your sales tax exempt documentation.

**CREDIT CARD TERMS:** By accepting the terms of this agreement, the Bidder hereby waves their right to any and all credit card recourse or chargebacks including the credit card company's refund terms. The bidder hereby accepts this registration and the terms herein including all bidder responsibilities of inspections and that all property is being sold as is/where is (caveat emptor). A 3% convenience fee will be added to the invoice total.

**DEPOSITS:** Onsite deposits will apply as posted. Online deposits will be \$500.00. All deposits will apply toward your purchase or will be fully refundable if no purchase is made. Auctioneer reserves the right to request additional deposits as necessary.

**INSPECTION:** The Bidder, regardless of onsite or online bidding, agrees to physically inspect the property for its overall condition and to review any written descriptions for accuracy and to rely exclusively on this inspection to bid or purchase at the sale.

**NO WARRANTIES:** The Bidder, regardless of onsite or online bidding, agrees that property is sold "as-is, where-is" with all faults including that of description errors and or omissions. 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 Bidders shall not be entitled to any adjustments or allowances, rescission, damages or any remedy or claim as to quality, character or condition of any property purchased.

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

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

I hereby certify that I have read, understood and agree to be bound by the above terms & conditions and any announcements made throughout the auction.

**HOURS ON MACHINES:** In some cases machine hours have been listed for the Bidder's convenience. These are the hours that were displayed at the time the property was cataloged. These hours are subject to change and no representation or guarantee of accuracy is made whatsoever by the Auctioneer.

**RISK OF LOSS:** The auctioneer and seller are not responsible for any lost, damaged or stolen property regardless of circumstance. The Bidder assumes delivery, full responsibility and accepts all risk of loss for any property purchased from the time the auctioneer accepts the Bidder's bid regardless of the checkout or closing process. The theft of any property should be reported to the local police.

**CHECK OUT & REMOVAL:** The Bidder has no right of abandonment whatsoever. The Bidder 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 Bidder. 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. All removal expenses and the repair of damages caused by removal are at the risk and expense of the Bidder and or their agent unless otherwise stated on the auction invoice.

**AUCTION SITE:** Bidder 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. Bidders shall so advise their agents and employees. The Bidder agrees to indemnify and hold the auctioneer and seller harmless from any claims or damages. No person shall have any claim against the seller, auctioneer, his agents, employees or principals regardless of personal injury, loss of life or damages to or loss of property. Bidder 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.

**COMPETITIVE BIDS:** All offerings whether real or personal property are subject to competitive bids. In the event an offering does not have the benefit of competitive Bidders, the item may, at the Auctioneer's discretion, be withdrawn from auction.

**CONSIGNMENTS:** Auctioneer hereby gives notice to Bidders that some items being sold may be consigned by third parties.

**VEHICLE TITLES:** All titles are guaranteed within 15 banking days unless otherwise stated.

**PICTURES:** In some cases, the photographs used may be a representation or place holder only; it may not be an actual picture of the item being sold.

**ADDITIONAL:** Announcements made by the auctioneer prior to the sale of the personal property shall become a part of this agreement. Although all information has been obtained from sources believed reliable, the auctioneer and seller make no guarantee whatsoever to the accuracy of any printed materials. 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 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 sale or failing to disclose defects of any kind including that of hazardous waste. The Bidder will look to the seller in these matters.

Signature \_\_\_\_\_

Date \_\_\_\_\_