

AUTO ACRES AUCTION, INC.  
**Bidder/Buyer Registration Form**

BIDDER NO.
------------

--

Day Phone: \_\_\_\_\_  
Evening Phone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Fax: \_\_\_\_\_

**ACKNOWLEDGMENT**

*By signing this form, Buyer acknowledges full understanding of the terms and conditions set forth below and on the back of this form and hereby assumes all responsibilities, risks and costs associated with Buyer's presence and participation in this sale, including the bidding, purchase and removal of any items sold to Buyer.*

- **All purchases must be paid for in full by the end of the auction.**
- **A ten percent (10%) buyer's premium will be added to all sales.**
- **All sales are final; items are sold "AS IS, WHERE IS".**

*Buyer Beware:* *Vehicles may have back registration, salvage certificate or salvage title, severe engine damage, or severe frame damage. Refer to the Inventory List, which identifies any major problem. Inspect all items before bidding. **Please ask questions if you are unsure of anything.***

- If a check given in payment is not honored for any reason including, but not limited to, NSF stop payment order or the like, I agree (whether the check is signed by me as the maker or endorser) to pay all reasonable fees incurred together with all costs of suit, in the event suit is initiated, if such check is placed in the hands of an attorney and/or collection agency for collection.

READ, AGREED & ACCEPTED:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_  
*(Sign here and initial on back)*

# AUCTION TERMS & CONDITIONS

## Registration

- Buyer must register prior to bidding.
- Buyer must present valid photo ID.
- Buyer must be at least 18 years old.
- Buyer must sign this agreement prior to bidding & purchasing any item in this sale.

## Form of Payment

- Cash (U.S. Dollars only)
- Personal Check with valid local photo ID (Note: Items paid for by check will be removed only after check has cleared Buyer's bank account.)
- Credit Card (Visa, MasterCard, American Express, Discover)

## Terms of Sale

- All sales are final when Auctioneer says "SOLD" to the highest bid offered.
- No bid may be withdrawn by Bidder once the bid is acknowledged by Auctioneer.
- The Bidder offering the highest bid is the Bidder of Record.
- Unless bid offered and accepted is less than any minimum (reserve) amount, bid shall effect a lawful contract of sale to Bidder as Buyer of the item. In the case a bid is below the reserve, bid offered must be accepted by owner of item to effect a sale to Bidder.
- Buyer accepts full responsibility for item upon the moment of sale – when Auctioneer says "SOLD".
- Buyer is obligated to render same-day payment for all items sold to Buyer. A fee of 5% per day shall be added until Buyer makes payment in full.
- Auctioneer reserves the right to refuse any card applicant the privilege of bidding at this sale or revoke such privilege at any time without cause.
- Auctioneer reserves the right to withdraw or cancel bidding on any lot prior to sale.
- Auctioneer reserves the right to offer any lots in groups or with privilege.
- Bidder acknowledges all lots were available for inspection prior to the start of bidding.
- Bidder confirms his capacity as Buyer and acceptance of lot by offering a bid on any lot.
- Any dispute arising as to any bidding shall be settled by Auctioneer at his sole discretion and Auctioneer may immediately put the lot in dispute up again for sale. Auctioneer reserves the right to refuse any bid which he considers to be an insignificant advance over the preceding bid.

## Removal

- Items sold must be removed by Buyer or Buyer's agent on day of sale or within 3 days after sale.
- If items sold are not removed within 3 days after sale, Buyer will be charged a \$20 per day fee for each item.
- Items sold that are not removed within 10 days after sale will be scrapped.

## Warranties & Guarantees

- NONE, expressed or implied.
- All lots are sold 'AS IS, WHERE IS'.
- Bidder agrees not to rely on any opinion from Auctioneer about any item.
- Bidder acknowledges full responsibility to inspect & evaluate lot and accepts any lot offered for sale by offering a bid.

## Hold Harmless

- Bidder acknowledges inherent and potential hazards at, of and around auction site.
- Bidder is deemed to be on site at his own risk with constructive notice of condition of site, presence of chemical, electrical and/or fire hazards and any third parties' conduct, presence and use of equipment.
- Bidder is advised to use caution while on site and while conducting inspection of lots.
- Bidder shall caution his agents or employees regarding potential hazards and risks.
- No person shall make any claims, demands, or causes of action, whether at law or equity, against the Auctioneer, his agents, employees, principals or site owner for any injuries sustained, or for damages to or loss of property which may occur from any cause whatsoever.
- These terms and conditions may not be amended except by agreement in writing signed by the Auctioneer/Owner and the prospective Buyer.

Initial Here: \_\_\_\_\_