

BID ACKNOWLEDGEMENT and RECEIPT FOR DOWN PAYMENT

Bidder agrees to pay any and all charges and expenses incurred by reason of any breach of Terms and Conditions of auction or in case of default, including, without limitation, reasonable attorney fee, as well as dollar deficiencies which may result in the resale of property, and the cost of re-marketing said property. Additional commissions shall be due and payable.

Buyer agrees that from and after purchases of any cars or other tangible personal property on or removed from the Auction Premises, Buyer assumes all responsibility for care of the property, including but not limited to insurance coverage, and will hold the auctioneer, owner or seller harmless from any and all claims, actions or liability.

As an addition to and part of the contract of sale and the goods or items purchased this date, the following warranty disclaims are made:

- The Seller disclaims any warranty of merchantability and fitness for any particular purpose, with respect to the goods being sold.
- The Seller is selling the goods on an “as is” and “as they stand” basis and with all faults, and disclaims any implied warranties with respect to the goods.
- The Seller has made no affirmation of fact and has made no promise relating to the goods being sold that has become any basis of the bargain made or that has created or amounted to any express warranty that the goods would conform to any affirmation or promise.
- No description of the goods being sold has been made part of the basis of the bargain or has created or amounted to an express warranty that the goods would conform to any description.
- Buyer agrees to remove all items from premises and assumes responsibility for any damage to property.

Such bid is the highest bid. Whether such bid is accepted is subject to whether or not the sale is “Absolute” or “subject to the Seller’s confirmation.” The term “as-is” and “where-is” means that the property is purchased as it exists without any representations or warranties whatsoever. This agreement is binding upon the parties hereto and their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date set forth below.

Date: _____ Item: _____

Bid Price : \$ _____ Plus _____ % Buyer’s Premium: \$ _____
(Please Box Only If Applicable)

PURCHASER: _____

Bidder # _____