



Florabama Auction Services

"LET THE BIDDING BEGIN"

DIRECT SALES CONTRACT

This **DIRECT SALES CONTRACT** is entered into by the purchaser whose name is signed below and Florabama Auction Services a/k/a Cherylyn Stopler Auction Services. The purchaser agrees that the terms listed below shall govern this direct purchase and he/she agrees with them.

1. FULL PAYMENT: Payment for purchases must be made by cash, cashier's check, or personal check. Any items paid for by check will not be shipped or released until the check has cleared the bank. All sales are subject to State sales tax laws. The purchaser agrees not to place a stop payment on any checks or disallow a sight draft and is responsible for any expenses resulting from the collection of bad check. In the event of non-payment of bad check, Florabama Auction Services a/k/a Cherylyn Stopler Auction Services reserves the right to repossess, at any time and at the purchaser's location, the merchandise involved. Costs associated with repossessing item(s) will be the responsibility of the purchaser.

2. NO WARRANTY: ALL ITEMS ARE SOLD AS IS, WHERE IS, WITHOUT GUARANTEE OF ANY KIND. The descriptions of items appearing in advertising are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by the Owner (or his/her agents or officers) or Florabama Auction Services a/k/a Cherylyn Stopler Auction Services (or its agents or officers) concerning any item shall be construed as a warranty, either expressed or implied. The purchaser acknowledges he/she has examined this merchandise and/or photographs of the merchandise and accepts the merchandise the way it is.

3. ITEMS TO BE PURCHASED: The purchaser agrees to purchase the items listed below for the corresponding offer amount(s). The purchase amount does not include Buyer's Premium, applicable taxes and shipping and handling fees. All offers to purchase will be treated as bona fide offers subject to acceptance by the Owner (or his/her agents or officers) or Florabama Auction Services a/k/a Cherylyn Stopler Auction Services (or its agents or officers).

Item 1:	_____	Offer Amount:	_____
Item 2:	_____	Offer Amount:	_____
Item 3:	_____	Offer Amount:	_____
Item 4:	_____	Offer Amount:	_____
Item 5:	_____	Offer Amount:	_____
Item 6:	_____	Offer Amount:	_____

4. FINAL PURCHASE PRICE: The purchaser understands if his/her offer(s) is successful, the final purchase price will be the aggregate of the offer amount, a 10% Buyers Premium, and any taxes (varies by the State and county where the auction is conducted). Shipping (including packaging) and insurance costs will be the responsibility of the purchaser. Florabama Auction Services a/k/a Cherylyn Stopler Auction Services will work with the purchaser to obtain the most reasonable and safest shipping method possible.

5. TAX EXEMPT STATUS: Any bidder who holds a valid tax exempt certificate and wishes not to pay sales tax on items purchased **MUST** submit a signed copy of the tax exempt certificate along with this form. If a valid tax exempt certificate is already on file with Florabama Auction Services a/k/a Cherylyn Stopler Auction Services, submission of an additional copy of the certificate is not required.

6. NOTIFICATION: All purchasers whose offers are accepted will be notified as soon as possible to make arrangements for immediate payment and shipment.

7. AGENTS ONLY: Florabama Auction Services a/k/a Cherylyn Stopler Auction Services (including its agents and officers) is acting as the Owner's Agents only.

Please ensure your name and telephone number are clearly legible. Where details cannot be deciphered, offer(s) will not be presented.

I HAVE READ THE DIRECT SALES CONTRACT AND HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS PERTAINING TO THE PURCHASE OF THE AFOREMENTIONED ITEMS

Signature: _____

Date: _____ **Purchaser Number:** _____

Name (print legibly): _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____

Email Address: _____

AUTHENTICATION/VERIFICATION DATA:

Driver's License Number: _____ **State of Issue:** _____

Expiration Date: _____ **Date of Birth** _____ **M / F**