



## ABSENTEE BIDDER CONTRACT

This **ABSENTEE BIDDER CONTRACT** is entered into by the bidder whose name is signed below and Florabama Auction Services. Bidder agrees that the terms listed below shall govern this auction and he/she agrees with them. Additional terms may be posted or announced from the auction block and are just as binding as the terms delineated below. Absentee bids are carried out free of charge as a courtesy of Florabama Auction Services.

**1. FULL PAYMENT:** Payment for purchases must be made by cash, cashier's check, personal check or business check, if announced by the auctioneer, or credit cards (Visa, MasterCard). Any items paid for by check will not be shipped until the check has cleared the bank. Letters of Credit or Guarantee must be for this auction only and must be accompanied by proof of identity. All sales are subject to State sales tax laws. Bidder agrees not to process a chargeback, 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 reserves the right to repossess, at any time, at your location, the merchandise involved. Costs associated with repossessing item(s) will be the responsibility of the bidder.

**2. NO WARRANTY:** ALL ITEMS ARE SOLD AS IS, WHERE IS, WITHOUT GUARANTEE OF ANY KIND. The descriptions of items appearing in advertising prior to this auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by the Owner (or his agents or officers) or Florabama Auction Services (or its agents or officers) concerning any item shall be construed as a warranty, either expressed or implied. I, the bidder, have examined this merchandise and accept it the way it is.

**3. DISPUTES:** The auctioneer shall designate the winning bidder after each item is auctioned. If a dispute arises between two or more bidders, the auctioneer reserves the right to reopen the bidding. The auctioneer's designation of the winning bidder shall be final.

**4. BUYERS' RESPONSIBILITY:** After a bidder has won the bid with his/her high bid, he/she will have become the new owners of the item, even though they may not have paid for the item yet. The item(s) becomes the full and sole responsibility of the buyer at this point, and the buyer assumes all risk of loss and damage. Buyers should guard their items accordingly.

**5. INJURY AND DAMAGE:** Bidder acknowledges responsibility for any personal injury or property damage caused by bidder or his agent, and further agrees to hold Florabama Auction Services, (its agents or officers) harmless from any personal injury to himself or his agents and any property damage incurred on auction premises.

**6. ITEMS TO BE BID:** Florabama Auction Services is hereby authorized to bid on the following items up to, but not exceeding the maximum bid amount(s) stated below. The item(s) will be purchased at a reasonable price and will not exceed the amount designated for that item on the Absentee Bidder Form. Maximum bid amount does not include Buyer's Premium, applicable taxes and shipping and handling fees. All bids will be treated as offers subject to Conditions of Sale.

Item 1: \_\_\_\_\_ Max Bid Amount: \_\_\_\_\_

Item 2: \_\_\_\_\_ Max Bid Amount: \_\_\_\_\_

Item 3: \_\_\_\_\_ Max Bid Amount: \_\_\_\_\_

Item 4: \_\_\_\_\_ Max Bid Amount: \_\_\_\_\_

Item 5: \_\_\_\_\_ Max Bid Amount: \_\_\_\_\_

Item 6: \_\_\_\_\_ Max Bid Amount: \_\_\_\_\_

Item 7: \_\_\_\_\_ Max Bid Amount: \_\_\_\_\_

**7. FINAL PURCHASE PRICE:** I understand if my bid is successful, the final purchase price will be the aggregate of the final bid, a 10% Buyers Premium as stated in the Conditions of Sale for this auction, 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 Buyer. Florabama Auction Services will work with the Buyer to obtain the most reasonable and safest shipping method possible.

**8. TAX EXEMPT STATUS:** Any bidder who holds a valid tax exempt certificate and wishes not to pay sales tax on items purchased at auction **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, submission of an additional copy of the certificate is not required.

**9. ABSENTEE BID RESPONSIBILITY:** Florabama Auction Services assumes no responsibility for failure to execute these bids for any reason.

**10. NOTIFICATION:** All winning bidders will be notified within three days of the auction to confirm the results and to make arrangements for immediate payment and shipment. Items purchased by the absentee bidder become the property of the purchaser. Only absentee bidders who achieve a successful bid(s) will be notified.

**11. AGENTS ONLY:** Florabama Auction Services (including its agents and officers) is acting as the Owners Agents only.

Please ensure your name and telephone number are clearly legible. Where details cannot be deciphered, absentee bid(s) will not be carried out.

**I HAVE READ THE ABSENTEE BIDDER CONTRACT AND HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS PERTAINING TO THE AUCTION BEING HELD ON**

\_\_\_\_\_  
(DATE)

AT

\_\_\_\_\_  
(LOCATION)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Bidder Number:** \_\_\_\_\_

**Name (print legibly):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Driver's License Number:** \_\_\_\_\_ **State of Issue:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Credit Card:**  Visa  MasterCard

**Credit Card Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Card Security Code:** \_\_\_\_\_

(Card Security Code is the group of numbers immediately following your credit card number on the back of the card).