



ABSENTEE BID

AUCTION NAME:

AUCTION DATE:

AUCTION LOCATION: 1450 N PENNSYLVANIA AVE, COLTON, CA 92324

BUYER#	LOT#	DESCRIPTION	BID PRICE

A 25% DEPOSIT MAY BE REQUIRED TO SUBMIT THIS BID. ONLY BIDS OF \$2,500 AND ABOVE WILL BE ACCEPTED. I UNDERSTAND THAT IF I AM NOT AWARDED THE BID TAC WILL REFUND MY DEPOSIT IN FULL WITHIN TEN BANKING DAYS.

BY SIGNING BELOW, I CERTIFY THAT I AM SUBMITTING THIS PROXY BID ON THE ITEMS LISTED ABOVE, AND THAT I HAVE READ AND AGREE TO THE "TERMS OF SALE" AS LISTED ON THE BUYERS REGISTRATION CARD, AND THE SALE CATALOG SUBMITTED HEREWITH. I UNDERSTAND THAT THIS IN NO WAY GUARANTEES THAT MY BID WILL BE ACCEPTED AS THE WINNING OR HIGH BID.

I UNDERSTAND THAT THE AUCTION COMPANY (TAC) WILL BID ON MY BEHALF AT THE ABOVE AUCTION USING THE BIDDER NUMBER ACCOMPANYING THIS FORM, AND THAT TAC WILL SUBMIT MY BIDS IN WHATEVER INCREMENTS THE AUCTIONEER IS ASKING AT THE TIME OF BID. I UNDERSTAND THAT TAC RESERVES THE RIGHT TO SUBMIT THE AMOUNT OF MY PROXY BID SHOULD IT BE THE ONLY BID RECEIVED AND IN TAC'S OPINION, IT IS LESS THAN OR EQUAL TO THE FAIR MARKET VALUE OF THE ITEM AS DEFINED BY TAC.

BUYERS NAME: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CREDIT CARD # _____ EXP _____ 3 DIGIT CODE _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME: _____



TERMS OF SALE

1. You must have a bidder number to bid. The Auction Company, a California Corporation ("Auctioneer") hereby grants the signer who appears on the Bidder Registration Agreement ("Bidder") the right to use the number shown hereon for the purpose of bidding at this auction sale conducted by Auctioneer. Bidder acknowledges he has read, received, and understands the terms on this document and in the auction brochure, and agrees to comply with all terms, and will be bound by such. Auctioneer reserves the right to refuse registration to anyone and may revoke a bidder number at anytime.
2. All items to be sold in this auction will be offered by lot number. The Bidder offering the highest bid accepted by Auctioneer shall be the Buyer ("Buyer") of that offered lot. No Buyer shall retract his/her bid. Buyer agrees to accept the lot with no guarantees or warranties, and immediately accepts title to and all risks of loss and theft of property at award of bid. ALL SALES ARE FINAL.
3. All purchases must be paid for with cashier's check, bank wire transfer, certified check or bank guaranteed personal or company check. Cash and Direct Deposit's will NOT be accepted for purchases. All personal or company checks must be accompanied by a bank guarantee letter which specifically "guarantees payment". MasterCard, Visa and Discover Card will be accepted for deposit only, up to the amount approved.
4. A \$500 deposit is required from Bidder in order to bid. A \$5,000 deposit is required from all international Bidders in order to bid. A twenty-five percent deposit may be required from Buyer at or after award of bid. By agreeing to these terms of sale, Buyer is authorizing Auctioneer to charge Buyer's supplied credit card for up to twenty-five percent (25%) of buyer's purchased items if Auctioneer deems necessary. All bidding will be in U.S. dollars and all instruments must be from U.S. banks. Full payment must be made by 4:00 pm on the first Wednesday after the auction. Persons intending to finance must have a letter of credit from their financier that guarantees payment will be made to Auctioneer within three banking days after the auction.
5. Sales tax will be charged to all buyers unless they provide a valid resale card and/or dealers license or valid bill of lading from a common carrier. Applicable use tax and registration will be charged for all DMV items.
6. A three percent (3%) administrative fee will be added to all lots sold for above \$2,500. A ten percent (10%) administrative fee will be added for all lots sold for \$2,500 or less. All items sold in the online only auction will be charged a fifteen percent (15%) administrative fee. An item marked with two asterisks (**) will be charged a fifteen percent (15%) administrative fee regardless of the selling price. The items marked with two asterisks (**) being sold by the State of California will only be charged a seven percent (7%) administrative fee. A \$65.00 Document Fee will be charged for each DMV lot. A Smog Fee of \$58.20 will be charged when applicable. If buyer is "demanding title", buyer will receive title paperwork within 30 days of the auction, as long as all fees and necessary documentation has been provided from buyer. If TAC is transferring title for buyer, buyer will receive valid registration within 30 days of the auction, as long as TAC has received all fees and necessary documentation from buyer. If you are bidding online, an additional three percent (3%) administrative fee will be charged.
7. The Bidder grants Auctioneer a security interest in the purchased items, to secure payment of the purchase price. In the event of non-payment, Auctioneer may proceed to file the Bidder Registration Agreement and Terms of Sale as a financing statement to perfect the security interest granted by this security agreement.
8. Items must be removed by the Friday after the auction. You are responsible for transporting purchased lots from the auction site to your desired location. At no time will any purchased lot be released to you until payment in full, for all lots purchased by you, has been received by TAC. You agree to compensate TAC for any storage, hauling charges or damages suffered by TAC because of your failure to remove any purchased lots within the removal period specified by TAC for the auction. Loading and unloading of your items is offered as a courtesy only if time allows and buyer takes full responsibility for any loss or damages. Buyer agrees to indemnify and hold harmless both the seller ("Consignor") and Auctioneer against any damage caused by the acts of Buyer. If for



any reason Buyer fails to remove any item within the time specified, the item shall be deemed abandoned, and Auctioneer at its sole discretion may resell the item. Auctioneer shall retain a possessory lien on all items purchased, and at Auctioneer's sole discretion, will have the right to resell such items by public or private sale without notice to Buyer.

Should it be necessary to resell any item, the net proceeds, after all costs including commission and storage, shall be credited to the original Buyer's account and the original Buyer shall forth-with, upon demand, pay Auctioneer as damages any deficiency arising from the resale.

9. Buyer will not be entitled to possession of items purchased until the total purchase price of all items including sales, use taxes and fees have been paid in full. In the event Buyer fails to pay the amount due within the stated time, or fails to comply with any terms, Auctioneer, at its sole discretion, may resell the item per Terms of Sale #7.

10. Although every effort has been made to present descriptions in the Brochure and Catalog clearly and accurately, the Brochure and Catalog are a guide only and Auctioneer makes no guarantees or warranties, expressed or implied, of any kind whatsoever, including merchantability. Bidder shall rely solely on his/her own inspection of the items in the auction. Bidder should not bid unless he/she has determined the condition of the lot from his/her own inspection. Auctioneer will be offering, on behalf of the owners, tangible personal property whose descriptions are used at all times for purposes of identification only. All descriptions of the merchandise, repairs, improvements, modifications, etc. are representations of the seller of the items.

11. Every item is sold "As Is – Where Is" ("Where is" may not apply to out of state buyers) and Buyer agrees to accept responsibility with each sale to comply with any and all safety and/or DMV requirements.

12. Bidder, whether acting as principal, agent, officer or director of a company or otherwise, in any capacity whatsoever, and the company he/she represents, both jointly and severally agree to indemnify and hold harmless Auctioneer and its Consignors from any and all actions, causes of action, suits, damages, costs and losses of any nature, arising from the purchase or use of any item, or the attendance or participation of Bidder, his agents or employees, at the auction sale and/or on the auction site whether before, during or after the auction sale; and all rights and defenses available to Auctioneer shall extend to the Consignor.

13. Bidder acknowledges that the auction site is a dangerous place. No children under the age of 18 are allowed at the auction site without being accompanied by a parent or guardian. Each person at the auction site at any time shall be there at his/her own risk with notice of the condition of the premises and the activities thereon, and Bidder shall so advise his agents and employees. No person shall have any claims against Auctioneer, their agents, employees, or principals for any injuries sustained, nor for damages to or loss of property that may occur from any cause whatsoever.

14. Auctioneer at its sole discretion, at any time, without notice or liability to buyer, may withdraw or cancel the sale of any item. Auctioneer shall settle any dispute arising from any bidding at its sole discretion and Auctioneer may put the disputed Lot up again for sale. Auctioneer reserves the right to refuse any bid, which they consider to be an insignificant advance over the preceding bid.

15. Purchases become the responsibility of, and shall be at the risk of Buyer upon acceptance of Bid. It shall be the responsibility of Buyer to obtain insurance for their purchased item(s) immediately. Auctioneer shall not be responsible for loss or damage to any item.

16. If for any reason Auctioneer is unable to make available or deliver any item or clear title to the item, or documentation required of the item, whether before or after delivery, Auctioneer's sole liability, if any, shall be the return of monies paid in respect of such item upon its return by Buyer. Any such purchase shall be returned or surrendered upon demand by Auctioneer.

17. Finance charges for overdue accounts will be charged to the buyer at one and one half percent (1-1/2%) per month of the amount owing.

18. The Terms of Sale and Buyer Registration Agreement will be governed by and interpreted pursuant to and by the laws of the state of California.



19. In the event of any dispute concerning this agreement, the prevailing party in such dispute shall be entitled to reasonable attorney's fees and collection costs.