

**Full Time Auction House – Steven Tunks Auctioneer**

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**TERMS AND CONDITIONS OF SALE**

## AUCTION REGISTRATION/ PAYMENT/BUYERS AGREEMENT

BETWEEN

*The Auctioneer and the purchaser named in this contract*

**No one will be allowed to bid without filling out this form #120618.**

I acknowledge this is a confirmation auction and that my offer will be subject to the Vendor's approval.

By signing this certification and returning it to AppraisalCanada-LegalEASE / Steven Tunks Auctioneer., or an employee therein,

### **I HEREBY UNDERSTAND AND AGREE THAT:**

**ALL BIDS ARE FINAL AT AUCTION.** There is no cooling off period. If you are awarded the final bid, ownership changes hands when the Auctioneer says sold. You own the personal property, and are responsible for payment in full. No bidder may retract a bid made during the sale for any reason. The **Buyer's Premium 0% PLUS HST** is an amount charged by the auctioneer for conducting the sale. If your bid price is accepted as the winning bid, you will be charged the Buyer's Premium plus HST on the Buyer's Premium, in addition to the BID price. The Buyer's premium is part of the purchase price with the total being subject to applicable taxes if any.

**PAYMENT OF THE BUYER'S PREMIUM PLUS APPLICABLE TAXES (THE AUCTIONEER'S COMMISSION) ARE DUE AND PAYABLE IMMEDIATELY UPON SALE. UPON ACCEPTANCE THE BIDDER WILL PAY THE AUCTIONEER \$5500.00 PLUS HST, BY CASH NON-REFUNDABLE DEPOSIT TO THE AUCTIONEER AT THE DAY OF THE SALE. THE WINNING BIDDER WILL SIGN AN AGREEMENT OF PURCHASE AND SALE, WITH NO CONDITIONS, SOLD AS IS WHERE IS, WITH A QUICK CLOSING PREFERRED AT TIME OF THE SELLERS ACCEPTANCE OF THE BID AMOUNT WITHIN 48 HOURS.**

Should a bidder default on a payment in any manner whatsoever, the bidder understands and agrees that he/she SHALL pay the Auctioneer's commission ON ALL PERSONAL PROPERTY to the Auctioneer. These amounts are due and payable without relief. The bidder may also be liable to the seller for all his/her damages. The bidder hereby authorizes the Auctioneer to deduct these lost auction fees from the bidder's security deposit if any and/or to charge the balance to the bidder's credit card if provided. Bidder agrees not to dispute this charge with the credit card company or the Auctioneer at any time. Bidder also agrees to pay the Auctioneer any costs related in collection, including all enforcement fees and costs. If a bidder breaches the purchase agreement and /or fails to close and/ or fails to make the deposit on the Personal Property in full as outlined in this agreement, the bidder understands and agrees without recourse, that the auctioneer may without further notice sell the real property to another party. The buyer agrees and understands that this document will give the Auctioneer and vendor a complete and unconditional release and shall hold the Auctioneer and Vendor Safe and Harmless from any legal action arising from the Agreement of Purchase and Sale or any dispute arising from the sale. Statements printed in any form and verbal statements made by the Auctioneer or staffs are representations made by the vendor and /or the Appraiser. The Auctioneer has no obligation to verify or authenticate any such claims or representations. Any announcement made day of sale supersede any and all earlier printed or verbal announcements. It is agreed and understood the decision of the Auctioneer concerning any matters arising from the auction is final and is not open to litigation. Items not sold with a "no reserve" printed or verbal announcement are subject to a reserve bid by the vendor.

**When there is a reserve bid It is the duty of the Auctioneer to advance the bid for the vendor up to but not to exceed the reserve bid.** You are responsible for all bids made with this bidder number WHETHER OR NOT made by you and whether or not authorized by you. If you lose your card it is your responsibility to immediately notify the auctioneer who will then cancel the number. The buyer agrees to electronic transmissions and signatures.

**I ACKNOWLEDGE I HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS AS OUTLINED ABOVE.**

NAME PRINTED \_\_\_\_\_

BIDDER NUMBER \_\_\_\_\_

DRIVERS NUMBER \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL optional \_\_\_\_\_

SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_

DATE \_\_\_\_\_

STARTING BID AMOUNT \$ \_\_\_\_\_

HIGH BID AMOUNT \$ \_\_\_\_\_