



For Office Use Only:

Auction Date 6/7/2019

Run # _____

Customer # _____

Seller Reg. Fee Paid? YES NO

CLASSIC SALE GENERAL TERMS/CONDITIONS FOR BUYERS/SELLERS

HammerDown Auctions' and Manheim Auto Auction's Terms and Conditions are established to ensure that all of our customers can transact business in a professional manner. HammerDown Auctions reserves the right to refuse service to anyone without explanation. HammerDown Auctions has the final say in the interpretation of the Terms and Conditions, any arbitration, or dispute. All Terms and Conditions are subject to change without notice. Full Arbitration Rules, Terms, and Conditions are detailed at <https://naaa.com/>.

GENERAL:

- Only buyers/sellers preregistered with HammerDown Auctions are permitted at Manheim Auto Auction.
- All buyers/sellers MUST be at least 19 years of age.
- **All vehicles MUST be present at to Manheim Auto Auction at 9201 S 144th St Omaha, NE 68138 by noon Monday, June 3.**
- \$25 will be charged to vehicle if fuel is needed or low fuel light is on. If fuel gauge is not accurate, it is the seller's responsibility to notify a HammerDown Auction staff member. **INITIALS** _____
- Buyers/Sellers must complete, sign, and agree to the General Terms and Conditions forms, have a valid government issued picture ID on file at HammerDown Auctions, and have pre-paid the entrance fee. An expired ID cannot be accepted.
- **Sellers are not permitted to bid on their own units.** If a seller bids on their own unit, they will be responsible for the buyer, seller, and admin fees and will be excused from the auction. **INITIALS** _____
- HammerDown Auctions and Manheim Auto Auction assumes NO responsibility for theft, fire, loss of equipment left in vehicle, or damage to property left at the auction site. HammerDown Auctions and Manheim Auto Auctions do not provide or carry insurance for any vehicles. It is strictly the seller's responsibility to insure all property.
- HammerDown Auctions and Manheim Auto Auction cooperate with all law enforcement and authorize inspection of vehicles/property with or without notice.
- HammerDown Auctions and Manheim Auto Auction hold the seller's valid title prior to the sale. Titles will not be signed by the seller until the unit is sold.
- All parties must sign the title after the sale of the vehicle.
- Any "Outside Sales" are strictly prohibited! Any party involved in an outside sale transaction will be banned from HammerDown Auctions and Manheim Auto Auction and responsible for the buyer and seller fees.
- ALL VEHICLES/ITEMS ARE SOLD AS-IS NO DEALER WARRANTY OF ANY KIND unless otherwise announced.
- Checks are distributed the Tuesday following the sale pending the buyer has paid in full. A HammerDown Auctions staff member will contact the seller if other arrangements are to be made.
- Once a vehicle is consigned to the auction, the vehicle cannot be removed prior to auction day. If a vehicle must be removed, the seller will be responsible for the buyer, seller, and admin fee associated with the set reserve. **INITIALS** _____

FEES/PAYMENTS:

- REGISTRATION FEES: \$150 per vehicle
\$50 per person to attend or bid with \$25 reimbursed with purchase or sale of vehicle, if applicable.

BUYER/SELLER FEES: 6% per vehicle

- MINIMUM SELLER FEE IS \$300 FOR ANY VEHICLE. **INITIALS** _____
- All registration fees must be paid before a vehicle can be set for auction.
- HammerDown Auctions accepts cash and credit cards. Credit cards have an additional 4% Convenience Fee.
- Checks are only permitted with a bank letter stating a guarantee of funds.

VEHICLE PREVIEWS:

- HammerDown Auctions and Manheim Auto Auction will permit vehicle previews the morning of the sale from 9am-11am AFTER registration into sale.

WILL-CALL BIDS:

- A unit sold on a "Call," "Will-Call," "W/C," or "If" bid is when a bid is close to a seller's reserve, but does not meet the reserve. Any off the block offer is considered a Will-Call.
- A HammerDown staff member will contact the seller to know if they will accept the buyer's bid or if a new price is to be negotiated. **INITIALS** _____
- If the HammerDown staff member is unable to reach the seller, the seller has 15 minutes to return a call or the buyer has the option to withdraw from the transaction.

UNSOLD VEHICLES

- There are no no-sale fees applicable for the Classic Sale.
- HammerDown Auctions accepts cash or credit card payments. Any payments by card, debit or credit, will have an additional 4% convenience fee.
- Title Return and Seller Gate Pass forms must be signed at the point of release.

Name _____ Date of Birth _____

Address _____ City _____ State _____ Zip Code _____

Email _____ DL # & State _____

Main Contact # _____ - _____ - _____ Secondary # _____ - _____ - _____

FOR SELLERS ONLY:

Vehicle Year _____ Make _____ Model _____ Last 6 of VIN _____

Approximate Miles: _____ Title Status: (Circle One) **Clear/Clean** **Prior Salvage** **Salvage**

Fuel Level: **E** ¼ ½ ¾ **F** Stereo Faceplate: **YES** **NO** Plates Removed by Seller: **YES** **NO** **N/A**

Announcements (Up to 10 brief bullet points): _____

Protect Price \$ _____ INITIALS _____ If No Reserve, Initial: _____

BUYER/SELLER AGREEMENTS/ACKNOWLEDGMENTS:

Buyer/Seller acknowledges that his/her attendance at the auction site shall be at his/her own risk without notice of the condition of the premises and the activities thereon and seller shall so advise his/her agents and employees. No person shall have any claim against HammerPlex, Inc. DBA HammerDown Auctions, its officers, directors, agents, employees, principals, or attorneys and/or Manheim Auto Auction for any injuries sustained, or for damages to or loss of property, which may occur from any cause.

Seller agrees to accept the protect price listed above in the event that HammerDown Auctions finds a buyer ready, willing, and able to purchase the above described vehicle less the determined seller fee and any other fees accrued. Seller agrees to provide a title, vehicle, or item free of fraudulent activity. Seller agrees to provide a title free of liens or encumbrances. Seller agrees to sign title in a timely manner, no later than 29 days following the sale date. The seller understands and agrees to allow HammerDown Auctions and Manheim Auto Auction to drive the vehicle for auction business purposes related to the sale of said vehicle.

The buyer/seller agrees to these terms and conditions, subject to change without notice, and that all statements are true and correct to the best of the seller's ability and knowledge.

Signature _____ Date _____