



## GENERAL TERMS AND CONDITIONS FOR BUYERS

HammerDown Auctions' 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 [www.HammerDownAuctions-Omaha.com](http://www.HammerDownAuctions-Omaha.com).

### GENERAL:

- No one under the age of 16 is allowed in the showroom or arena area.
- **All buyers MUST be at least 19 years of age.**
- Buyers must complete, sign, and agree to the General Terms and Conditions form and have a valid government issued picture ID on file at HammerDown Auctions. An expired ID cannot be accepted.
- Any person wanting to bid on an item MUST have a current bidder badge for that sale.
- HammerDown Auctions assumes NO responsibility for theft, fire, loss of equipment left in vehicle, or damage to property left at the auction site. HammerDown Auctions does not provide or carry insurance for any vehicles.
- HammerDown Auctions cooperates with all law enforcement and authorizes inspection of vehicles/property.
- ALL vehicles are subject to a **buyers' fee and administrative fee**. (See separate fee list.)
- HammerDown Auctions does not guarantee factory or dealer warranties.
- HammerDown Auctions has **30 days to issue the buyer a title**, as in compliance with Nebraska state law.

### **INITIALS** \_\_\_\_\_

- The Seller/Auction shall not be liable for any vehicle sale or repairs made by the Buyer before the title is received by the Buyer. **INITIALS** \_\_\_\_\_
- All vehicles have a reserve price set by the seller unless otherwise announced. Reserve prices are private between the auction and seller.
- Any "Outside Sales" are strictly prohibited! Any party involved in an outside sale transaction will be banned from HammerDown Auctions and responsible for the buyer and seller fees.
- **ALL VEHICLES/ITEMS ARE SOLD AS-IS NO DEALER WARRANTY OF ANY KIND** unless otherwise announced.

### **INITIALS** \_\_\_\_\_

### VEHICLE PREVIEWS:

- Vehicles/items for sale are available for preview the Friday before the auction from 9:00AM-12:00PM and 1:00PM-5:00PM. Keys can be checked out to a potential buyer (19 years of age or older) in exchange for one's picture ID during this time.
- **Vehicles are allowed to be started, pulled forward and reverse three feet. No test drives are available.**
- Mechanics and the like are permitted to inspect the vehicle at HammerDown Auction site at their own risk. Scanners are allowed to be plugged into a vehicle.
- HammerDown Auctions will announce any issues/problems disclosed by seller or noticed by an employee. Unfortunately, not every issue will be noticed. **It is the buyer's responsibility to inspect a potential purchase prior to the auction.** **INITIALS** \_\_\_\_\_

### BIDDING:

- All auctions are video and audio recorded.
- Buyer acknowledges bidding is a legal binding contract between HammerDown Auctions and buyer.
- Bidder badges are to stay in possession of bidder. Bidders are held accountable for one's own bidder badge and will not gift badge to another person.

- Buyers are responsible for following current bid and price auctioneer is offering and any announcements.

**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.
- If the auctioneer sells a vehicle on a "Call," "Will-Call," "W/C," or "If" bid, buyer is to visit main office immediately.
- A HammerDown staff member will let the buyer know if the seller will accept the buyer's bid or if a new price is to be negotiated.
- Adjusted fee, if applicable, will be assessed.
- Deposit is due immediately at acceptance of bid.
- **If a buyer has multiple Will-Calls, there is potential for the buyer to be responsible for payment on ALL vehicles. INITIALS\_\_\_\_\_**

**PAYMENT POLICY:**

- A **non-refundable** deposit is due immediately after purchase in the following amounts:

<u>Purchase Price</u>	<u>Deposit Amount</u>
\$1-4999	\$300
\$5000- and up	10%

- All deposits are applied to total purchase amount of the vehicle.
- Balance is due by 4 pm the Monday following the auction. No exceptions. **INITIALS \_\_\_\_\_**
- All late payments incur a \$25/day late fee starting the Saturday of the auction.
- HammerDown Auctions accepts **cash, cashier's checks, and wire transfers**. A credit or debit card can be used only for a deposit. Any payments by debit or credit card, will have an additional **5% convenience fee**.
- HammerDown Auctions will pursue collections of unpaid transactions through any and all legal means necessary. This includes banning any party from future auctions.

**VEHICLE REMOVALS:**

- No vehicles are permitted to leave during the auction. Once auction is complete, keys will be available in the main office and released with a valid gate pass.
- No gate passes will be issued without payment in full.
- Vehicles **MUST** be removed by the Tuesday following the sale unless other arrangements are made with a staff member in the main office. Failure to remove a vehicle will result in a \$25/day storage fee and/or vehicle being towed at owner's expense.

**BIDDER ACKNOWLEDGEMENT:**

**Bidder 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 bidder 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 for any injuries sustained, or for damages to or loss of property, which may occur from any cause whatsoever. ALL SALES ARE FINAL.**

Bidder First & Last Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Main Contact # \_\_\_\_\_ Email \_\_\_\_\_

**BY SIGNING, YOU, THE BUYER, AGREE TO THE PRECEDING TERMS AND CONDITIONS AND ARE AWARE THEY ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

**SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**