



For Office Use Only:

Auction Date _____

Run # _____

Seller # _____

GENERAL TERMS AND CONDITIONS FOR SELLERS

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.

GENERAL:

- No one under the age of 16 is allowed in the showroom or arena area.
- All sellers MUST be at least 19 years of age.
- **All vehicles and titles MUST be present at auction by noon Wednesday prior to the sale.**
- \$10 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 _____**
- Sellers 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.
- ALL vehicles are subject to a sellers' fee. (See separate fee list.)
- **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. **INITIALS _____**
- 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. It is strictly the seller's responsibility to insure all property.
- HammerDown Auctions cooperates with all law enforcement and authorizes inspection of vehicles/property with or without notice.
- **HammerDown Auctions holds 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.
- All units have a reserve price set by the seller. Reserve prices are private between the auction and seller. A seller is permitted to sell a unit "No Reserve," which will be announced.
- 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.
- Checks are distributed the **Wednesday** 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 _____**

VEHICLE PREVIEWS:

- Vehicles/items for sale are available for preview the Friday before 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.
- 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. We encourage honesty and integrity in every transaction.

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. HammerDown Auctions will call the seller within \$500 of the protect price. **INITIALS** _____
- If the HammerDown staff member is unable to reach the seller, **the seller has 10 minutes** to return a call or the buyer has the option to withdraw from the transaction.
- Adjusted fee, if applicable, will be assessed.

UNSOLED VEHICLES

- Any unsold unit will be rolled over to the next sale unless discussed with a staff member.
- Units are permitted to run up to three sales total at the discretion of HammerDown Auctions.
- All vehicles are assessed a **\$25 no-sale fee** per sale, per run. **INITIALS** _____
- ALL fees must be paid in full prior to vehicle and title release. HammerDown Auctions accepts cash or credit card payments. Any payments by card, debit or credit, will have an additional 5% convenience fee.
- Title Return and Seller Gate Pass forms must be signed at the point of release.
- Unsold units must be removed by the following Tuesday after the sale. . **INITIALS** _____

Seller Name _____ Date of Birth _____

Address _____ City _____ State _____ Zip Code _____

Email _____ Main Contact #(s) _____

Vehicle Year _____ Make _____ Model _____

Trim _____ Color _____ Last 6 of VIN _____ Approx. Miles _____

Title Status: (Circle One) **Clear/Clean** **Prior Salvage** **Salvage** Stereo Faceplate: **YES** **NO**

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

***Announcements (Up to 50 characters, less announcements required by auction.):** W/12 Pictures (VIN & MILEAGE)

***Protect Price \$ _____ **INITIALS** _____ *FEE - 10% of selling price, minimum \$150.00. **INITIALS** _____**

SELLER AGREEMENTS/ACKNOWLEDGMENTS:

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 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 to drive the vehicle for auction business purposes related to the sale of said vehicle.

The 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 _____