



## SPECIAL INTEREST SALE 2019

### GENERAL TERMS/CONDITIONS FOR BUYERS

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 registered with HammerDown Auctions are permitted at Manheim Auto Auction.
- All buyers MUST be at least 19 years of age.
- Buyers/Sellers must complete, sign, and agree to the General Terms and Conditions forms, have a valid government issued picture ID on file with HammerDown Auctions, and have pre-paid the entrance fee. An expired ID cannot be accepted.
- 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 or property. It is strictly the seller's responsibility to insure all vehicles and/or property.
- HammerDown Auctions and Manheim Auto Auction cooperate with all law enforcement and authorize inspection of vehicles/property with or without notice.
- 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.

#### **AS-IS:**

- **ALL VEHICLES/ITEMS ARE SOLD AS-IS, NO DEALER WARRANTY OF ANY KIND. INITIALS \_\_\_\_\_**
- HammerDown Auctions and Manheim Auto Auctions do not make any representation to the condition both mechanically and/or cosmetically of any vehicle offered for auction.
- There is NO guarantee regarding options, trim levels, miles, build specs etc.
- There is no arbitration or guarantee for frame damage, Flood, Salvage or Prior Salvage titles, true miles unknown units, or odometer discrepancies.
- **ALL SALES ARE FINAL. INITIALS \_\_\_\_\_**

#### **FEES/PAYMENTS:**

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

**BUYER/SELLER FEES:** 6% per vehicle or memorabilia item.

- **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.
- **PAYMENT IN FULL IS REQUIRED IMMEDIATELY** on Friday, June 7. **INITIALS \_\_\_\_\_**

**VEHICLE PREVIEWS:**

- HammerDown Auctions and Manheim Auto Auction will permit vehicle previews the morning of the sale from 8am-11am **AFTER** registration into sale.
- Persons on lot or in arena area without a proper bidders badge will be asked to leave per Manheim Auto Auction policy.

**"IF" BIDS:**

- A unit sold on a "Call" or "If" bid is when a bid is close to a seller's reserve price, but does not meet the reserve. Any off the block offer is considered an "If" bid.
- 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 **2 hours** to return a call or the buyer has the option to withdraw from the transaction.
- All public buyers must communicate with HammerDown Auctions staff only if an off-block offer is to be made.

**TITLES**

- Titles will not be distributed on sale day.
- A HammerDown Auctions staff member will contact the buyer when the title is available.
- Titles will be mailed to out of town buyers only. All in-town buyers will be able to pick up his/her title at HammerDown Auctions.
- Sellers have up to 30 days, per Nebraska law, to provide a valid title.

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

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

Email \_\_\_\_\_ DL # & State \_\_\_\_\_

Main Contact # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Secondary # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**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.

Buyer understands by signing this document, he/she is entering a legal binding agreement with HammerDown Auctions and Manheim Auto Auctions. HammerDown Auctions will use any legal means to uphold and enforce this agreement.

The buyer understands and agrees to allow HammerDown Auctions and Manheim Auto Auction to drive the vehicle for auction business purposes related to the purchase of said vehicle.

The buyer 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 \_\_\_\_\_

MARCH 2019

For Office Use Only: Auction Date 6/7/2019

Customer # \_\_\_\_\_

Reg. Fee Paid? YES NO

ENTERED BY INITIALS: \_\_\_\_\_