

# Absentee Bidder Contract

(2 Pages)

The bidder contract entered into between the bidder whose name is signed below, the auctioneer and the owner. Bidder agrees that the terms listed below shall govern this auction and he/she agrees with them. Additional terms may be posted or announced from the auction block which are just as binding as the terms below.

1. **FULL PAYMENT:** Nothing may be removed until settled for. Payment for purchases must be by cash, Visa, Master Card, or Discovery. Bidder agrees not to stop payment on checks/Credit Cards or disallow a sight draft and is responsible for any expenses due to collection of bad check, in the event of non-payment of bad check, the auctioneer reserves the right to repossess, at any time at your location, the merchandise involved.
2. **NO WARRANTY: ALL ITEMS ARE SOLD AS IS, WHERE IS, WITHOUT GUARANTEE OF ANY KIND.** The description of items appearing in advertising prior to this auction are believed to be correct. Nevertheless, neither those description nor any oral statement made by the owner (or his agents or officers) or by the Auctioneers (or his agents or officers) concerning any item shall be construed as a warranty, either expressed or implied. I, bidder have examined this merchandise and accept it the way it is.
3. **DISPUTES:** The Auctioneers shall designate the winning bidder after each item is auctioned off. If a dispute arises between two or more bidders, the Auctioneers reserve the right to reopen the bidding. The Auctioneers designation of a buyer shall be final.
4. **BUYERS RESPONSIBILITY:** After a bidder has won the bid with his/her high bid, they have become the new owners of the item, even though they may not have paid for the item yet. The item(s) becomes the full and sole responsibility of the buyer at this point, and buyer assumes all risks of loss and damage. Buyers should guard their items accordingly.
5. **REMOVAL OF ALL ITEMS/PROPERTY:** Buyer has seven calendar days (including auction day) to remove his/her items/property from premises. All items/property purchased must be completely removed from the premises without exception. Expenses incurred by owner for cleanup and/or debris removal of buyer's items/property remaining at the end of the seven-day period will be billed to the buyer. Buyer will make every effort to not damage another buyer's purchased items/property while removing his own items/property.
6. **BINDING ARBITRATION:** The Parties agree that in the exclusive course of action in any litigation or dispute concerning the enforcement of this agreement shall be by binding arbitration within Counties of Winneshiek and/or Floyd, State of Iowa and the Iowa law shall govern.
7. **INJURY AND DAMAGE AND HOLD HARMLESS:** Bidder acknowledges responsibility for any personal injury or property damage caused by bidder or his agent, and further agrees to hold auctioneer and owner harmless for any and all personal injury to himself or his agents and any property damage incurred on auction premises. Buyer agrees to hold auctioneer and owner, their agents or employees, harmless from any and all suits, claims, damages, cost and expenses of every kind and nature which may or might be asserted against the auctioneer or owner, their agents or employees, resulting from the actions or inactions of buyer, Buyer agrees and understands that by law employers are required to carry worker's compensation coverage for its employees. Buyer is responsible for the providing of worker's compensation, liability and property damage insurance as respects their property and contractual obligation.
8. **AGENTS ONLY:** The auctioneers are acting as the owner's agent only.

9. I HAVE READ THE ABSENTEE BIDDER CONTRACT AND HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS OF AUCTION.

NAME \_\_\_\_\_

BIDDER # \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

CELL # \_\_\_\_\_

DRIVERS LICENSE# \_\_\_\_\_

STATE \_\_\_\_\_

CREDIT CARD # \_\_\_\_\_

EXP. DATE \_\_\_\_\_

AUCTION NAME \_\_\_\_\_

AUCTION DATE \_\_\_\_\_

LOT #	DESCRIPTION	BID
_____	_____	_____
_____	_____	_____

ADDITIONAL BIDS LISTED ON A SEPARATE BIDDER CONTRACT

I authorize Cedar Valley Auction Company to bill the above credit card for the listed items purchased by me at the auction named and dated above.

I agree to all terms on The Cedar Valley Auction Company Absentee Bidder Contract.

\_\_\_\_\_ DATE \_\_\_\_\_

ABSENTEE BIDDER

