Absentee & Phone Bidder Registration Form

PLEASE CHOOSE:

- ○ **PHONE**
- ○ **ABSENTEE**

Bidder #

Company

Name Phone

Address Driver's License#

City State Zip

Email Address: _____@_____.____

Credit Card #_____ Exp Date ___/____ 3 or 4 Digit _____

Resale Number (if applicable)_____ State_____

Burley Auction Group is hereby authorized to bid on the following lots up to the price entered as maximum bid amount. Burley Auction Gallery is expressly authorized to charge my above listed credit card for the full amount of my successful bids, plus 15% buyer's premium & applicable sales tax. I understand that the buyer is responsible for all shipping charges. There will be a 10% surcharge for any invoice not paid in full within 21 days of auction. I agree all items are sold as is, where is. I have read & agree to the terms & condition printed in the catalog in addition to the terms listed on this form.

SIGNATURE **DATE**

LOT #	DESCRIPTION	MAX BID
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

FORM MUST HAVE SIGNATURE & CREDIT CARD INFO COMPLETED OR BIDS WILL NOT BE ACCEPTED

ALL ABSENTEE & PHONE BIDS MUST BE RECEIVED BY 6:00PM CST, on FRIDAY BEFORE AUCTION

(SEE REVERSE SIDE FOR TERMS & CONDITIONS)

PLEASE FAX SIGNED COPY OF BOTH SIDES TO 830-629-1648

BURLEY AUCTION GALLERY

TERMS AND CONDITIONS

1. Prospective bidders must present a valid driver's license or acceptable photo I.D. to obtain a bidder card.
2. PAYMENT: **Full payment sale day** by cash, approved company or personal checks, & approved Visa, Master Card, American Express, credit cards. All payment methods must be approved by the auction company prior to bidding. A Bank letter of guarantee is required on any checks over $1,000. A credit card & thumbprint be required to secure large checks without bank letter. In addition, auction house reserves the right to hold items until check clears.
3. No purchases will be removed until paid for in full.
4. There will be a **15% Buyers Premium** added to each item purchased.
5. Sales tax will be charged unless the buyer has a dealer's resale certificate that is directly related to the industry that is being sold. Prospective buyer should present their resale information at the time of registration.
6. **All items in the sale are being sold, "as is, where is" without warranties or guarantees and with all faults.** I agree that by placing a bid that I have previewed the item enough to place an educated bid. Bidders should satisfy themselves as to the usefulness, condition and value of each item prior to bidding. Any statement made by the auctioneer or seller regarding the items to be sold is for identification purposes only. Any error in description does not relieve the buyer or his agent of their responsibilities to preview. All Items Sold As Is, Where Is. I agree that all sales are final. (After 30 days without exception)
7. Bid increment, pace, & auction order is at the sole discretion of the auctioneer.
8. Burley Auction reserves the right to accept or refuse any bid for any reason. The winning bidder will be the person designated by the auctioneer as the final high bidder. In the event of a tie bid, auctioneer reserves the right to reopen the bidding prior to moving to the next lot.
9. Auctioneer reserves the right to bid on behalf of the seller (in the event of a reserve) up to, but not beyond the reserve amount.
10. In the event of a dispute between buyer and seller, or any problem with items bid on or purchased, the auctioneer will act as mediator & the auctioneer's remedy will be deemed final.
11. BUYER'S RESPONSIBILITIES: Buyer assumes full responsibility for all items purchased when the auctioneer declares it sold. Burley Auction Company is not responsible for security or the security of the items purchased. Auction Company is not responsible for mixed lots, missing, stolen, damaged or misplaced items.
12. I agree my bid is a legal binding contract & agree to pay for all items in full. **A 10% surcharge will be applied to any invoices not paid in full within 21 days of auction.** Any items not paid in full & removed within 30 days of auction, will be considered abandoned & resold at winning bidders expense. Expense will include original purchase price, in addition to full commission, surcharge, storage, removal & catalog fees.
13. Removal of items on Sale Day, By Appointment, or advertised times ONLY. Any item not removed within 30 days of auction end will be deemed abandoned. Purchaser accepts full responsibility for all costs incurred by Auction Company for removal, storage, and/or disposal of abandoned merchandise. .
14. Buyers assume all responsibility for removal, transportation and handling of purchased items. In the event of assisted removal by any Burley Auction employee, I agree to hold harmless Burley Auction Group Inc. & said employee or employees harmless in regards to damage to item, vehicle, or bodily injury. Any assistance should be considered a courtesy.
15. The buyer hereby assumes and does agree to indemnify and hold harmless the auctioneer and sellers from any current or future claim which shall pertain to the fitness, use, damage, safety, injuries to persons or property that may have occurred during the auction or that may have been caused by or during removal or use of items purchased, or any other claim regarding the use of that asset as purchased. Neither the Auctioneer, Auction Company, nor the Seller assumes responsibility for any accidents or loss due to theft, fire, vandalism, or personal injury.
16. All FFL, Federal & State firearms laws apply to all firearms sold. Any firearms shipped must be shipped to a licensed FFL dealer in your area. (No modern firearms will be shipped to California.) Any additional Shipping & transfer fees at buyer's expense.
17. All Auctioneers used by Burley Auction Group are licensed and regulated by the Texas Department of Licensing & Regulation. Burley Auction Group Inc. Texas Auctioneers License #15184
18. All buyers must acknowledge and accept by signature the terms and conditions on both sides of this contract provided at time of registration

Announcements sale day supersede any and all previously released information including all oral or printed matter regardless of the medium.

Thank you for bidding with Burley Auction, & we hope you enjoy the auction!

Signature Date

PLEASE FAX SIGNED COPY OF <u>BOTH SIDES</u> TO 830-629-1648