



ABSENTEE BID AGREEMENT

This **Absentee Bid Agreement** (“Agreement”) is made effective this _____ day of _____, 20____, by and between the below identified Bidder and Auctioneer. For this Agreement to be enforceable by Bidder against Auctioneer, Bidder must have signed and have a current Bidder’s Registration Agreement on file with Auctioneer.

Section I. Bidder Information

BIDDER NUMBER

Date: _____

Bidder Full Name/Title: Mr. _____
 Miss/Mrs. _____
 Inc./LLC _____
 Other _____

Address:
 Street Address: _____
 Mailing Address: _____

Telephone Number: _____ Contact Name: _____

Driver’s License Number: _____ E-Mail Address: _____

Section II. Bid Authorization and Amount

I hereby authorize and request the Auctioneer to enter bids on the following Lots up to the maximum amount I have indicated for each Lot pursuant to the terms and conditions of this Agreement.

Lot No.	Description	Starting Bid	Bid Increments	Maximum Bid

Section III. Terms and Conditions

1. Bidder requests that Auctioneer enter bids on the Lots identified by Lot No. above up to the Maximum Bid Bidder has indicated for each Lot. The Maximum Bid does not include any applicable buyer’s premiums. Bidder understands that by submitting this bid, Bidder has entered into a binding contract to purchase the lot(s), if Bidder’s bid is successful. Bidder understands that if Bidder’s bid is successful, Bidder will be obligated to pay the final purchase price for the Lot(s), plus all applicable state and local taxes. Bidder acknowledges and understands that if Bidder’s bid is successful, the final purchase price will be the sum of the successful bid, plus any applicable buyer’s premium. The calculation of any applicable state or local sales or use tax will be based upon the final purchase price.

2. Bidder understands that Auctioneer executes absentee bids in a competitive manner. In addition, Auctioneer executes absentee bids as a convenience for Bidder. Auctioneer shall not be held liable or responsible for inadvertently failing to execute bids or for errors relating to the execution of bids, including computer-related errors. If Bidder wants to be fully protected, Bidder should attend the auction personally and execute Bidder’s desired bid(s). **NOTE:** If you are unable to attend the auction, you should ask Auctioneer about bidding by telephone, mail, via e-mail, and facsimile.

3. Bidder has noted the Starting Bid and the Bid Increments on this Agreement and understands that absentee

bids will be executed only according to valid Bid Increments. Auctioneer will start the bidding at the Starting Bid amount indicated above. Auctioneer makes no representation or warranty that the Lots will be purchased within the amounts specified herein. Bidder acknowledges and understands that Auctioneer is the agent of the seller of the Lot(s). Auctioneer is **not** Bidder's agent. Auctioneer will try to follow the instructions as provided by Bidder herein. However, Auctioneer will not exercise any discretion on behalf of Bidder.

4. If identical absentee bids are submitted, Auctioneer will give precedence to the first one received. Bidder understands that all successful bids are subject to the terms stated in any applicable Bidder's Registration Agreement, or similar document.

5. To allow time for processing, absentee bids must be received by _____ .m. (local time) at least _____ (____) days prior to the auction. The absentee bid must be received by Auctioneer at the address given below. Auctioneer will confirm all absentee bids. If Bidder has not received Auctioneer's written confirmation, please resubmit Bidder's absentee bid.

6. Bidder may cancel this absentee bid by providing written notice to the Auctioneer at least 24 hours before the scheduled auction begins.

7. Some Lots may be sold with a "reserve price" below which the Lot will not be sold. Any bid submitted below the reserve price will not result in a purchase of a Lot.

8. If the reserve amount is between the Starting Bid and the Maximum Bid referenced above, but the competitive bidding has slowed down or stopped, Auctioneer shall submit a bid on Bidder's behalf equal to or at the next Bid Increment in excess of the reserve amount.

Yes (Initial Here _____)
No (Initial Here _____)

9. Bidder authorizes Auctioneer to execute any memorandum of sale on behalf on and in the name of Bidder, or in Auctioneer's own name, in connection with the purchase of any Lot, in accordance with Bidder's bid.

10. All rights granted herein are personal and exclusive to the registered Bidder, and may not be assigned or transferred to another person or entity, by operation of law or otherwise. Any attempt to assign or transfer any such rights shall be void and unenforceable. No third party may rely on any benefit or right conferred herein or granted to any Bidder.

11. I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE TERMS OF THE AUCTION, AND THE TERMS CONTAINED IN A CERTAIN BIDDER'S REGISTRATION AGREEMENT. I HEREBY AGREE TO BE BOUND BY THE ABOVE STATED TERMS AND CONDITIONS. I FURTHER AGREE TO BE RESPONSIBLE AND PAY FOR ALL PURCHASES CHARGED TO MY BIDDER NUMBER AND GRANT A SECURITY INTEREST TO THE SELLER IN ALL PROPERTY PURCHASED TO SECURE PAYMENT IN FULL.

BIDDER:

By: _____
Signature of Bidder/Authorized Representative

AUCTIONEER:

By: _____
Signature and Auctioneer/License Number

Please send this Agreement to Auctioneer at:

