



Absentee Bid Form

Bidder Number: _____

(To be assigned by JSA at registration)

Instructions:

Please read the terms and conditions of the auction on the following pages. Then print when filling out the below information.

Lastly, sign this form at the bottom of this page in agreement to the terms and conditions and in confirmation of the maximum bid amounts submitted on this page. Lastly, email your completed and signed form to edward@jstoutauction.com for submittal.

Bids must be received no later than noon on the day prior to the auction to be accepted. You will receive a response email with your bidder number to confirm receipt and processing of your bid.

Name: _____

Phone: _____

Company: _____

Cell: _____

Address: _____

Email: _____

BIDS:

Lot #	Maximum Bid Price

**To bid on additional lots submit this page only multiple times*

I agree to the terms and conditions of the auction and submit the absentee bids listed above for the auctioneer to bid on my behalf.

Signature: _____

Date: _____

TERMS OF BIDDING AND SALE ("Terms")

These terms are intended to duplicate the Terms of Bidding and Sale on the Bidder's Registration Agreement, however in the event of any discrepancy between the two, the Terms on the Bidder's Registration Agreement shall be controlling.

1. J Stout Auctions, a division of J. Stout Enterprises, LLC (the "Auctioneers"), hereby grants to the party whose signature appears on the Bidder's Registration Agreement (the "Bidder"), the right to use the number ("Bidder Number") shown in this Agreement or the Bidder's Registration Statement for the purpose of bidding at Auctioneers' Auction Sale. Such right is granted at the Auctioneers' sole discretion and may be revoked at any time and for any reason, with or without cause by Auctioneers. Bidder may not make a bid under a false name or as an agent for a person who would themselves be prohibited by these Terms from placing a bid on a particular lot. Auctioneers reserve the right to reject any bid which we deem to not have been made in good faith, or which is restricted or prohibited by law. A bidder may be suspended or permanently banned from bidding at an auction site for providing false or fraudulent information on the Bidder Registration Agreement.

2. Bidder agrees that it has received, read and understands these Terms, a copy of which is printed on the inside cover of the Listing Catalog, as well as any other terms and conditions in this Listing Catalog, and agrees to comply with and be bound by them. Bidder further agrees to comply with and be legally bound by the Terms and said other terms and conditions. Bidder must be 18 years of age or older to bid and Purchase, as defined herein.

3. Auction Sale shall be conducted by offering the auction items by lot ("Lot"), either individually or in groups. The Bidder offering the highest bid accepted by the Auctioneers shall be deemed the purchaser ("Purchaser") of the offered Lot ("Purchase"). Purchaser may retract its bid for any reason at any time before the Auctioneer states that the sale is complete. Purchaser accepts a Lot upon a bid and agrees to take possession of and pay for the Lot if it is deemed the purchaser. All sales are final.

4. Bidder, whether acting in any capacity as principal, agent, officer or director of an entity or otherwise, and the entity represented by the Bidder, both jointly and severally agree:

- To indemnify and hold harmless Auctioneers and its consignors ("Consignors") from any and all actions, legal or otherwise, causes of action, suits, judgments, damages, costs and losses of any kind, arising from the Purchase or subsequent use of any purchased item, or the attendance or participation of Bidder, his agents or employees, at the Auction Sale and/or on the auction site whether before, during or after the Auction Sale;
- To be responsible for the payment of the purchase price and taxes due on all Purchases made using the Bidder Number regardless of whether it is in the Bidder's possession or not;
- All rights and defenses available to Auctioneers under this Agreement will extend and be available to the Consignor.

5. These Terms as well as any Terms and Conditions stated in the Listing Catalog shall be governed by and interpreted under the laws of the State of Washington without giving effect to any of the principles of conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods. Any action arising from or relating to these Terms or any bid or Purchase hereunder, which are not first resolved by mediation or binding arbitration, shall take place in a State or Federal Court in Clark County, Vancouver, Washington, and Bidder irrevocably consents to the exclusive jurisdiction of such courts. Further Bidder expressly waives its right to a jury trial.

6. The Auctioneer may at its sole discretion require Bidder to provide a deposit as a condition of being granted registration to bid. The deposit shall become non-refundable when Bidder makes a Purchase. At Auctioneers' sole discretion, the deposit may be applied against any Bidder Purchase. Bidder hereby grants Auctioneers a security interest in the Purchases to secure payment of the purchase price of items purchased. In the event of non-payment by Bidder, Auctioneers may file the Bidder Registration Agreement as a Uniform Commercial Code (UCC) financing statement to perfect Auctioneers' security interest granted by this Security Agreement.

7. Auctioneers reserve the right to purchase auction items from third parties for direct sale in Lots to Bidders at Auction for Purchase. In such event, Auctioneers shall be deemed to be a Consignor for the purposes of these Terms and shall be obligated to Bidder as a Consignor as stated herein.

8. Except in the event of Section 7, in which case Auctioneers rights and obligations to Bidder shall be as that of a Consignor, Auctioneers make no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever regarding the Lots offered at the Auction Sale. Each and every Lot shall be sold "AS IS, WHERE IS". Specifically, but without limitation, Auctioneers make no representation or warranty that any of the Lots:

- conform to any standard in respect of safety, pollution or hazardous material or to any standard or requirement of any applicable authority, law or regulation, or
- are fit for any particular purpose, or
- are merchantable or financeable, or
- are of any particular age, year of manufacture, model, make or condition or that the items (including Hour Meters and Odometers) in any Lot are operable.

Any description of the Lots is intended for marketing purposes only and is not intended to create any binding warranty or representation. Auctioneers do not warrant or represent that any vehicle sold at auction can be legally registered in any state or country or exported to another country. Bidder accepts any and all risks associated with variations in state or country sale document and registration laws and the possibility that those may negatively impact the marketability of vehicles purchased from Auctioneers at auction. Bidder agrees he/she is not relying on Auctioneers, nor is Auctioneers liable, for any matter described above. Bidder further agrees to repair, at his/her sole cost, any Lot purchased at the Auction Sale to a safe operating condition and, without limitation, to a condition which meets any standard or requirement of any applicable authority, law or regulation. This includes for any use to which Bidder may put the Lot.

Bidder understands and agrees that if it bids on any vehicle with an odometer reading of less than

100,000 miles, Auctioneers make no warranty or representation other than that the odometer reading is only believed to be the actual mileage to the best of Auctioneers' knowledge based on statements by the Seller/Consignor. If the odometer reading on any vehicle that Bidder bids on is over 100,000 miles, Bidder understands and agrees that Auctioneer's representation is limited to the fact that to the best of Auctioneer's knowledge the odometer reading exceeds the mechanical limits of the odometer. Finally, Bidder understands and agrees that a vehicle being sold by Auctioneer and bid on and/or Purchased by Bidder that has a declared gross weight of over 16,000 pounds, is not self-propelled or is older than 10 years of age is expressly exempt from any odometer disclosure requirements at time of ownership transfer and as such, Auctioneer makes no warranty or representation regarding the odometer reading for any such vehicles.

9. Bidder understands and agrees that an auction site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances are present, heavy equipment is being operated and electric circuits may be live. Every person at the auction site at any time, shall be there at his/her own risk and these Terms serve as constructive notice to Bidder of the condition of the premises and the activities taking place. Bidder will advise his/her agents and employees of such risks and activities. All persons waive the right to file any claims related to, and agree to indemnify and hold harmless, the Auctioneers and the Auctioneers owners, members, managers, employees and contractors from any and all claims for any injuries sustained, damages to, or loss of property which may occur from any cause.

Bidder understands and agrees that without the Bidder agreeing to the aforementioned statements in this Section 8, that Auctioneer would not otherwise allow Bidder or Bidder's agents or employees to enter onto the Auction Site. If the Bidder registered for this Bidder Number has registered at this auction under other Bidder Numbers, all purchases under all Bidder Numbers shall be deemed to be purchased under a single Bidder Number for purposes of interpreting the Terms.

- EVERY ITEM SOLD "AS IS - WHERE IS".
- NO GUARANTEES OR WARRANTIES WHATSOEVER.
- PLEASE INSPECT THE EQUIPMENT BEFORE BIDDING.
- ALL SALES ARE FINAL

10. Auctioneers, at any time, and at its sole discretion, without notice or liability to buyer may:

- withdraw or cancel the sale of any Lot, or
- offer any Lots in groups or with privilege or with or without the right of reserve.

11. No person will bid on any Lot:

- of which he is the Consignor; or
- as agent, associate, or on behalf of the Consignor.

Auctioneer will exercise reasonable industry care to ensure that it does not knowingly allow the above to occur. Bidder agrees to indemnify and hold harmless the Auctioneers and Auctioneers' managers, owners, members, employees or agents from any legal actions or suits and any resulting claims, expenses, or damages related to Consignor of a Lot or Consignor's agent or associate bidding on their own lot at Auctioneers' auction, unless Auctioneers' knowingly allow such bidding to occur.

12. Auctioneers, in its sole judgment, will settle any dispute regarding any bidding. Auctioneers may put the Lot in dispute up for sale again. Auctioneers reserve the right to refuse any bid they consider to be an insignificant advance over the preceding bid.

13. Responsibility and risk for all Purchases will transfer to the Purchaser upon acceptance of his/her bid as the winning bid on a lot. Purchaser is responsible for insuring his/her purchases immediately. Under no circumstances will Auctioneers be responsible for loss or damage to any Purchase, even if Purchaser has not taken possession of the item.

14. All purchased Lots shall be subject to an administrative fee, in addition to any other fees or compensation that Auctioneer shall be entitled to, of (a) 10% on all lots selling for \$10,000 or less, and (b) 5% on all lots selling for over \$10,000. Titled items will be subject to a \$65 Documentation Fee and title transfer fees.

15. All payments must be made by credit/debit card (up to \$5000) or by wire transfer, or direct deposit. No personal or business checks will be accepted. Any outstanding balance must be paid within two (2) days of Auction Sale's completion. Payments received on account of this or any other Auction Sale may, at the Auctioneer's discretion, be first applied to prior outstanding accounts. Purchases shall not be released until all accounts are paid in full. At Auctioneers' discretion, any proceeds due to Purchaser under a Consignment to Auction Agreement because Purchaser is also separately a Consignor of Lots may be set off against any outstanding accounts. All payments made by credit/debit card shall be subject to a processing fee of 3% of the purchase price. Additionally, for any Purchase made through the use of the Auctioneers' online auction site, the Purchase shall also be subject to an additional 2.5% internet convenience fee with a maximum fee of \$750. Such convenience fee is in addition to all other fees described in this Agreement, the Bidder Registration Agreement, or Consignment Agreement, where applicable.

16. Purchaser shall not be entitled to possession of any of his/her Purchases until the total purchase price of all his/her Purchases including all applicable goods, fees, sales or use taxes, has been fully paid. If Purchaser fails to pay the amount due as required under this Agreement, or fails to comply with any Terms, Auctioneers will retain a possessory lien on all of Purchaser's Purchases. Also, Auctioneers', at its sole discretion, will have the right to resell such Purchases by public or private sale without prior notice to Purchaser in the event that Purchaser fails to pay all amounts due under this Agreement. Should Auctioneers resell any Purchase, the net proceeds from such sale (after deducting commission of (a) 15% on Lots reselling for more than \$2,500; (b) 25% on Lots reselling for \$2,500 or less with a minimum commission of \$100 per Lot; (c) any costs; and (d) payment to Consignor for the original purchase price of the item) shall be credited to the original Purchaser's account and the original Purchaser will upon demand pay Auctioneers, as damages, any deficiency arising from the resale including, but not limited to, any amounts owed to Consignor for Purchaser's initial purchase of the item at the auction sale.

17. Purchaser must remove all Purchases from the auction site within fifteen (15) days of the end of the Auction Sale and Purchaser will solely bear all costs, responsibility and risk of such removal. Auctioneers reserve the right to require proof of adequate insurance coverage, including proof that

Purchaser has named Auctioneers as an additional insured, from any Purchaser for Purchases requiring dismantling, rigging or hot cutting. If for any reason Purchaser fails to remove any Purchase within thirty (30) days of the end of the Auction Sale, the Purchase shall be subject to storage charges in the amount of Two Hundred Fifty Dollars (\$250) per day for each item purchased, and may be deemed abandoned by the Purchaser. If Auctioneers deem an item abandoned, Auctioneers, at its sole discretion, may resell the Purchase pursuant to Section 16 above, or remove and store the said Purchase at Purchaser's sole risk and expense. Purchaser shall be liable for any rent incurred or damages suffered by Auctioneers because of Purchaser's failure to remove any Purchase in a timely manner.

18. Listing Catalog is only a guide, and is based on information from Consignor and other sources believed to be reliable. However, its accuracy cannot be guaranteed or warranted. The Auctioneers, sellers or any member of their staff make no guarantee as to the authenticity, of any particular age, year of manufacture, model, make, mileage, hours, condition, or defect of any lot or item being sold. No sale shall be invalidated nor shall Auctioneers be liable for any damages or expenses as a result of defects or inaccuracies in the Listing Catalog, **including but not limited to Odometer and Hour Meter Readings**. Bidder agrees that all Lots were available for inspection prior to the Auction Sale, that Bidder had an adequate and reasonable amount of time to inspect the Lots, and that it is his/her sole and ultimate responsibility to inspect all equipment and to make his/her own inquiries prior to bidding. By bidding on a lot, Bidder agrees that it did have adequate time to inspect the Lots and to determine in its sole discretion whether the Lot(s) met Bidder's needs with regard to the nature, quality, condition, quantity and size of the item or Lot. Failure to inspect a Lot does not negate the Bidder's responsibility to perform under the auction terms and conditions.

19. All necessary documents, if such documents exist or are available, shall be delivered immediately to Purchaser upon payment in full as set out above, or shall otherwise be mailed within seventy-two (72) hours of Auctioneers receipt of such documents from the item's Consignor, and provided that Auctioneers have received payment of the purchase price in full and without any restrictions or holds on said funds. The above notwithstanding, within 25 calendar days of Purchase, Auctioneer will provide Purchaser with certificate of title or other primary ownership document for any vehicle purchased at an auction. Documents shall only be effective in the legal jurisdiction in which the Auction Sale is being conducted.

20. If, for any reason, Auctioneers are unable to make available or deliver any Purchase or clear title to the same, or are unable to provide documentation required in respect of any Purchase, whether before or after delivery, Auctioneers' sole liability, if any, shall be the return of monies paid in respect of such Purchase upon Purchaser's return of the Purchase to Auctioneers in its original condition (at the time of Purchase). Any Purchase, for which clear title or other primary ownership document cannot be provided or for which Auctioneer cannot timely submit an application for title on behalf of Purchaser to the appropriate department, shall be returned and surrendered to the Auctioneers upon demand.

21. Purchaser will pay Auctioneers interest on overdue amounts at a rate of 1.5% per month or at such other maximum rate as allowed by law, together with all legal or collection fees and costs incurred by Auctioneers.

22. (a) If a Purchaser claims an exemption for any taxes based on goods being shipped out of state for use out of state, then the goods must be delivered to and shipped by a common carrier. (b) In such case, Purchaser will arrange for and assume all risks, owed taxes and costs associated therewith.

23. Bidder consents to Auctioneers using the information provided in the Bidder Registration Agreement for internal marketing purposes and to assist the Auctioneers in refining and improving its services. All information shall be retained in accordance with the Auctioneer's Privacy Statement, available at www.jstoutauction.com

24. The parties agree to attempt to settle any disputes under this Agreement through good faith negotiation. For the duration of and after the conclusion of the auction, Bidder agrees not to make any false or untrue disparaging or defamatory comments about Auctioneers or its officers, owners or employees to any third party without first bringing the issue to the attention of Auctioneers and allowing Auctioneers to attempt to resolve the issue with Bidder through negotiation. This includes verbal comments, comments in print or through the Internet, including but not limited to, Facebook, Twitter, Snapchat, Google, LinkedIn, Yelp and Instagram. Because violation of this clause by Bidder could cause irreparable injury to Auctioneers, this clause may be enforced by an action for injunctive relief in addition to other remedies available to Auctioneers.

25. No waiver by Auctioneers of any breach, default, or violation of any term in this Agreement will constitute a waiver of any subsequent breach, default, or violation of the same or other term of this Agreement.

26. These are the complete Terms and may not be amended except by agreement in writing signed by Auctioneers and the respective Purchaser. Auctioneers reserve the right to

27. Auctioneers reserve the right to communicate with Bidder through text messaging using the Bidder's cellular phone number. Bidder agrees to Auctioneers communicating with Bidder by text message unless checking the following:

I opt-out of and do not authorize the use of text messaging

By attending the Auction or by bidding on Lots at Auction, Bidder agrees that they have had an opportunity to review these Terms and agree that they have opted in to receiving communication via text messages unless checking the above box.

28. Miscellaneous. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law then such provision shall be enforced to the maximum extent possible and the remainder of the Agreement shall continue in full force and effect. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Unless otherwise specified herein, this Agreement constitutes the entire agreement between Bidder and Auctioneers with respect to the auction services stated herein, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Bidder and Auctioneers with respect to the auction services stated herein.

29. By entering and by your presence here, you consent to be photographed, filmed and/or otherwise recorded. Your entry constitutes your consent to such photography, filming and/or recording and to any use, in any and all media throughout the universe in perpetuity, of your appearance, voice and

name for any purpose whatsoever in connection with the production of promotional material. You understand that all photography, filming and/or recording will be done in reliance on this consent given by you by entering this area. If you do not agree to the foregoing, please do not enter this area.