

# BIDDER AGREEMENT: PLEASE READ CAREFULLY BEFORE PLACING A BID!

This **BIDDER CONTRACT** entered into between the Bidder whose name is signed below and Danny Lawler Enterprises, LLC doing business as Lawler Auction Company "Auctioneer", who is currently doing business at 7781 La. Highway 1 North, Shreveport, Louisiana 71107. Bidder agrees that this is a binding contract and that the terms listed below shall govern this auction and he/she agrees with them and will honor these terms. Additional terms may be posted at the registration table or announced from the auction block which are just as binding as the below listed terms.

**Full Payment:** All items must be paid for before the Bidder leaves the auction site. **Buyer agrees not to leave the auction site without making payment in full.** Nothing may be removed until such items are fully paid for. Payment for items must be made in the form of cash, certified funds, cashier's check, or money order. A personal or business check may only be accepted as payment if accompanied by a **Bank Letter Of Guarantee**, and only if approved by Auctioneer or cashier prior to the auction. All purchases are subject to state and local sales tax laws. Bidder agrees not to stop payment or disallow a check for any reason whatsoever. Bidder is responsible for reimbursement to the Auctioneer for any expenses incurred for the collection of a returned check plus a \$50 administrative fee or double the amount of the check, whichever is greater.

**All sales are final. No returns. No crybabies.** Once the hammer drops and the auctioneer declares the winning bidder, it is a binding contract with the bidder.

**Disputes.** The auctioneers of the sale shall designate the winning bidder after each item is auctioned. If a dispute arises between two or more bidders, the auctioneers have the right to reopen the bidding. The auctioneers designation of the buyer shall be final.

**Credit Card** payments will be accepted however there will be a 3% surcharge added to customer invoice if paying with Mastercard, Visa or Discover. A surcharge of 4% will be added to American Express charges. Bidder agrees to waive any warranty rights under his/her credit card agreements and declares that all items are purchased "as is" without warranty or guarantee. Furthermore, all credit card purchases are final and Bidder agrees not to disallow or dispute any credit card charges after they have been accepted on the day of the auction. In the event that there is a charge-back or dispute, an administrative charge of \$1,000 or 25%, whichever is greater will be immediately due and payable to Auctioneer for handling the dispute or chargeback.

**Buyer's Fee:** I understand that there is a **10% Buyer's Premium (fee) on all items.** There is an additional five percent (5%) convenience fee for all internet bids.

**No Warranty.** Bidder understands that there is NO WARRANTY or guarantee of any kind whatsoever on any item sold. All items are sold "as is", "where is" without guarantees of any kind, expressed or implied! The descriptions of items appearing in advertisements prior to the auction and from the auction block are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by the owner (or his agents or officers) or the Auctioneer (or his agents or officers) concerning any item shall be construed as a warranty, either expressed or implied. **The Auctioneer strongly recommends that the Bidder examine and inspect items closely before bidding on any item. The Bidder hereby agrees to accept any item the way that it is.**

**Auctioneer is acting as the Agent for the Seller.** The auctioneer, Lawler Auction Co., its employees, and subcontractors are acting as the "Agent" for the seller. Any disputes over titles or other ownership provisions is between the Buyer and the Seller. Buyer agrees to hold harmless and indemnify the Auctioneer, Lawler Auction Co., its employees, subcontractors, its agents, and employees from any claims or damages which might result from any auction. It is the sole responsibility of the Buyer to have conducted prior inspection of the seller's rights to sell, to inspect UCC filings (if any) on the equipment to be auctioned, and to inspect the ownership records of said equipment.

**Automobile Titles.** Auctioneer does guarantee that a title for vehicles purchased unless it is announced otherwise on the catalog. Most titles are available within 7 days after the auction and can be picked up from the auction office on the Friday after the auction by the buyer. Those paying with checks (even with bank letter of guarantee) must wait until the second Friday after the auction, giving time for the check to clear the bank. In the event that a title is not immediately available, the Auctioneer may issue a 60-day tag giving opportunity for a title problem to be rectified.

**Do not perform work on any vehicle until you have the title in hand.** We strongly recommend that you do not spend money on any vehicle or make repairs on any vehicle until you have the title in hand. In a worse case scenario, (very rare) when it is determined that a title cannot be obtained, we will issue a refund, however Auctioneer will not be responsible for money that the bidder has spent on the vehicle.

**Safety Precautions** should be made before removing any item from the auction site. The Auctioneer strongly suggests that the Bidder have any item, especially vehicles, examined by a qualified mechanic or qualified technician, prior to driving any purchased vehicle from the auction site. Some vehicles sold through the auction may or may not be suitable or mechanically safe to operate on the roadway, therefore the Bidder understands that any

vehicle purchased through the auction should be inspected by a qualified person prior to driving any vehicle purchased.

**Absentee Bids** are gladly accepted by the Auctioneer, subject to terms established by the Auctioneer. An additional buyer's premium of 5% above those already listed will be charged to the buyer on all purchases (vehicles or otherwise) for the additional administrative work involved.

**Auctioneer's intent to bid.** In accordance with Louisiana Law, LSA-R.S. 37:3130 the Auctioneer reserves the right to bid on behalf of other parties placing absentee bids, internet bids, or reserve bids, including but not limited to bids from banks, sellers, or other consignors to protect their interest.

**Buyer's Responsibility.** After a Bidder has won the bid with his/her high bid, they have become the new owners of the item(s), 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 the Buyer assumes all risk of loss and damage. Buyer's should guard their items accordingly. Lawler Auction Co. shall not be liable for theft, fire vandalism, or acts of God for items left at the auction site, regardless of when item(s) are picked up from the sale site.

**Items to be removed timely.** Any item left on auction site shall be removed within two (2) business days, or sooner if posted at the registration table. **It is the sole responsibility of the Bidder to load and remove his/her items from the auction site.**

**Storage fees.** There shall be a \$9 per day storage fee charged to any buyer who leaves items at the Lawler Auction Facility after two business days. Items left on site after 30 days revert back to the property of the Auctioneer. Auctioneer shall have the authority to sell any left item after 30 days and use those proceeds to pay the storage fees.

**Auctioneer shall not be required to provide a fork lift** or any other means of loading, as such responsibility is that of the Bidder. However a 5,500 pound lift capacity fork lift will be available to assist with load-out on the days of the auction, as well as on Monday and Tuesday after the auction for a fee of \$15 per item (not per lot). Those fees must be paid upon check-out if the buyer elects to utilize the fork lift services available. Buyer is required to connect the chain as well as to secure items on the buyer's trailer or truck (or vehicle). No loading out will be permitted on Sunday.

**Injury or Damage:** Bidder acknowledges responsibility for any personal injury or property damage caused by Bidder or his agent, and further agrees to hold Lawler Auction Co. (its agents, officers, owners, or customers) harmless from any personal injury to himself or his agents, family, guests, and any property damage incurred on auction site or auction premises.

**No selling or trading on auction property.** Bidder acknowledges that there will be no selling or trading tolerated on auction property, except by the Auctioneer. Bidder understands that any deal struck on auction property or by connections made as a result of the auction will be subject to a commission of five times the published rate or a fee of \$5,000 (whichever is greater) and shall be due and payable by both the Buyer and the Seller.

**Expulsion.** Bidder hereby acknowledges that Lawler Auction Co. may expel any person from the auction site for any reason whatsoever. If the Auctioneer requests that a bidder be removed, he must pay for his items, pick up his items and leave the auction site. An expelled Bidder may not return to any auctions conducted by Lawler Auction Co. for any reason whatsoever without written consent. Violators will be prosecuted with criminal charges. Reasons for suspension or expulsion may include, but not be limited to: failure to pay for items in any auction before leaving the auction site; returned checks, derogatory statements made about merchandise or auction patrons by a Bidder, disorderly conduct, failure to comply with auction rules, smoking in prohibited areas, or selling and trading on auction property without going through the auctioneer, unauthorized distribution of literature or flyers, or for bid rigging practices.

**Vehicle Liability Insurance.** No vehicles shall be driven from Auction Facility unless legal liability insurance has been obtained.

**Bidder hereby accepts and understands all terms, and acknowledges that a copy of this contract has been provided to me. I will read it carefully before placing any bid.**

**Bidder Signature**

Printed Name: \_\_\_\_\_ Bidder #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Thinking of having an auction at your business? Call 929-7003.**