

Berner's Auction, Inc. – Bidder Sign-Up Sheet

Company Name: _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Driver's License Number: _____ State: _____

Email Address: _____

Primary Phone: _____ Cell: _____ Fax: _____

According to Florida law, in order for one to forego payment of sales tax, a tax-exempt certificate for the current year (or a photocopy) must be on-file with Berner's.

Bidder Contract

This contract constitutes an agreement between the **Bidder**, whose name is signed below, and **Berner's Auction, Inc.** The aforementioned **Bidder** agrees that the terms listed below set out specific and complete rules of auction and agrees that it is his or her responsibility to obtain and read said rules prior to any form of bidding or purchase. The **Bidder** shall be legally bound by these rules if he or she should willingly bid on or purchase an item at this, or any subsequent auction conducted by **Berner's Auction, Inc.** Additional unlisted terms may be issued verbally at the start of an auction. All terms, written and verbal, are equally binding. By signing this contract, the **Bidder** acknowledges and approves the following terms and conditions.

- Bidder's Responsibility:** It is the **Bidder's** responsibility to inspect each item for defects prior to bidding. The **Bidder** acknowledges that **Berner's Auction, Inc.** provides neither guarantees nor warranties (expressed or implied) as to the condition of the items sold. The high/winning **Bidder** is declared owner of an item immediately after bidding for the item ceases, regardless of whether or not the item is paid for. The **Bidder** must then take full and sole responsibility of said item, assuming all risk of loss, or damage. The **Bidder** is expected to guard his purchased items, while bearing in mind the terms set forth here. ALL ITEMS ARE SOLD AS IS, WHERE IS, WITHOUT ANY GUARANTEE OF ANY KIND.
- Injury and damage:** The **Bidder** acknowledges and accepts responsibility for any personal injury, or property damage caused by his or her self, companion, guest, or agent. The **Bidder** further agrees to hold **Berner's Auction, Inc.** to no fault regarding any personal injury or property damage as a result of removal from premises or transportation of the **Bidder's** purchases. Upon signing below the **Bidder** hereby releases **Berner's Auction, Inc.** and the consignors of any merchandise purchased, from any and all liability connected with the removal or transportation of merchandise. Furthermore, personal injury or property damage incurred through future use of purchased merchandise falls under the responsibility of the **Bidder**.
- Full payment:** The **Bidder** agrees to pay for all purchases. Every bid represents a commitment to pay the bid amount, as well as the ability to allocate funds to do so. Complete payment is due on the sale date. The **Bidder** is free to choose from the given payment options, however a Florida license is required for those paying by check. If paying by debit or credit card, the **Bidder** will withhold charging back any purchased items. All items must be paid in full before the **Bidder** leaves the premises. No items will be removed from the premises until payment is made in full. If the **Bidder** fails to complete payment, **Berner's Auction, Inc.** is entitled to resell the **Bidder's** previously-won items, and exercise legal action against said **Bidder** to recover the negative different of reselling items. Any dispute that may arise from this contract or auction will be resolved in Volusia County, Florida.
- Buyer's Premium:** A thirteen percent (13%) charge will be applied to your total, before sales tax. This charge is discounted to ten percent (10%) when paying with cash or approved Florida check.

×

Signature

Date