# BIDDER NUMBER BIDDER NUMBER IS NON-TRANSFERABLE

# BIDDER REGISTRATION FORM



### **VEHICLE PAYMENT**

# TO REMOVE SALE DAY:

Cashiers check or certified check
Cash
Personal check with irrevocable bank letter of credit
(must be approved prior to day of sale,
see example on auction web page)

Wire transfer held by a personal check (within 72 hours)

TO REMO	VE AF	TER SA	LE DAY:
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Any of the above (please check)

**COMP** 

Check

METHOD OF PAYMENT

117 Museum Street, PO Box 277, Owls Head, Maine 04854 207. 594. 4418   fax: 207. 594. 4410   BID@OHTM.ORG		O.ORG		
SIDDER NAME			DATE OF SALE	
MAILING ADDRESS			TEL: (DAY)	
CITY	STATE	ZIP	TEL: (EVENING)	
MAIL ADDRESS			CELL PHONE	
'AX EXEMPT NO.# (DEALERS SUPPLY COPY OF CERTIFICATE)		REMOVING FF	ROM MAINE TO (STATE)	
PRE-REGISTERED		PHONE		
FRIDAY AUCTION		ABSENT	EE	
SATURDAY AUCTION				AUCTIONEER
BOTH Friday and Saturday Auctions				John Bottero, ME License AUC1237
FOR STAFF USE ONLY			BIDDER FEE	
			\$85.00 (Me	embers receive a \$10 discount)

Credit Card



# **Auction Bidding Terms and Conditions**

#### PRODUCT REPRESENTATION AND WARRANTIES

All items in this auction are sold in "as is" condition. Neither Owls Head Transportation Museum (OHTM) nor the auctioneer(s) make any representation to bidders as to the operational nature, genuineness of original parts, mileage, restoration, provenance or any written or stated material facts pertaining to these items. The seller has provided any information used in the description of the items being sold. Any warranty, if offered, shall be in writing by the seller and shall be between the winning bidder and the seller. All bidders will bid based on their own assessment, inspection, knowledge and opinion of the value of the item. OHTM and the auctioneer(s) do not inspect, assess or confirm the descriptions, conditions or representations made by sellers.

#### **EXECUTION OF RESERVES**

Unless otherwise stated, each item is offered with a reserve set by the seller. Reserves amount will not be disclosed to bidders until the reserve has been met. The auctioneer reserves the right to bid up to but not exceeding the reserve on behalf of the seller.

#### **RECOGNITION OF WINNING BIDDER**

The auctioneer shall acknowledge the highest bidder as the purchaser of each item offered, providing that the reserve has been met. In the event of a disputed bid, the auctioneer shall have the sole authority to determine the winning bidder. The auctioneer may accept bids from properly registered live, absentee and phone bidders, as well as refuse to accept any bids he deems appropriate.

#### **OWNERSHIP AND TITLE**

Ownership is transferred from the seller to the buyer when the auctioneer accepts the highest bid. Providing that proper payment is made, title, when applicable, may then take place between seller and buyer. In no event shall OHTM or the auctioneer(s) guarantee title.

#### **SALES TAX**

All items sold in this auction are subject to a 5.5% Maine state sales tax. Sales tax exemptions must be accompanied with current filing of resale status or completion of an affidavit of removal from state.

#### **BUYER'S PREMIUM**

A buyer's premium of 10% will be added to the total sale price of all items sold in this auction. Any buyer's premium collected as a result of the sale of these consignments shall belong to OHTM.

#### **PAYMENT**

Payment must be guaranteed in full the day of the auction. Payment options include:

- Cash
- · Bank or cashier's check
- Personal check guaranted by an irrevocable letter of credit
- Wire transfer held by a personal check

If you wish to arrange a different method of payment, you MUST contact the Financial Assistant two weeks prior to the sale.

#### **REMOVAL OF SOLD ITEMS**

Upon successful payment, all items or vehicles shall be removed from the sale area by purchaser at his/her expense no later than one week following the sale. If not removed by that date, the Museum may relocate the property to a nearby storage facility at the expense of the purchaser unless prior arrangements have been made with OHTM.

#### **INSURANCE AGAINST LOSS**

After purchase, insurance against all perils and loss must be provided by the buyer if such protection is desired. The Museum will provide security, yet in no event do the auctioneer or Museum assume any liability for a buyer's vehicle or items.

## **GENERAL TERMS**

Bidding on any article(s) in this auction indicates an acceptance to the terms and conditions of sale stated herein. Any litigation resulting from a dispute as a result of this auction shall be settled in a court within the State of Maine. This auction is conducted in accordance to the State of Maine rules for auctioneers and the Uniform Commercial code 32 M.R.S.A. Title 11, section 2-328. Department of Professional Regulations and Licensing, 35 State House Station, Augusta, ME 04333.

# **Bidder Fees**

Bidder registration costs \$85 (\$75 for OHTM members). Bidder registration begins at 9 am on Wednesday prior to the auction. Registration admits two adults to the Museum and auction preview days (Wednesday-Friday, 9 am - 5 pm) and includes two seats in the reserved bidder's section.

Upon registering, you will be given your bidder credentials for admission, two seat tags and a bidder's card.

My signature (below) assures Owls Head Transportation Museum that Lagree to the

AUCTION BIDDING TERMS AND CONDITIONS listed on the this	
BIDDER'S AGREEMENT (SIGNATURE)	DATE
REGISTRAR	DATE