

Bidder # \_\_\_\_\_

**BIDDER REGISTRATION INFORMATION & AGREEMENT**

**PLEASE PRINT CLEARLY!**

*Company Name* \_\_\_\_\_

*Individual Name* \_\_\_\_\_

*Address* \_\_\_\_\_

*City, State, Zip Code* \_\_\_\_\_

*Telephone* \_\_\_\_\_ *Mobile* \_\_\_\_\_

*Social Security #* \_\_\_\_\_

*Sales Tax Registration # & State* \_\_\_\_\_

*Driver's License Number* \_\_\_\_\_ *DOB* \_\_\_\_\_

**METHOD OF PAYMENT:**

\_\_\_\_\_ **Cash** \_\_\_\_\_ **Cashier's Check**

**COMPLETE THIS SECTION ONLY IF PAYING BY CHECK OR WIRE**

Letter of Credit Attached? \_\_\_\_ Yes \_\_\_\_ No (If NO you must have bank fax letter to 724-662-2840)  
\_\_\_\_ Wire Transfer \_\_\_\_ Personal Check \_\_\_\_ Company Check

Bank Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone/Contact Person \_\_\_\_\_

## BIDDER REGISTRATION AGREEMENT

This agreement is made and entered by and between \_\_\_\_\_ (Bidder) and ADESA Pittsburgh (Auctioneer) in consideration of the following terms and conditions:

1. All prospective buyers must register and receive a Bidder's number.
2. On day of sale all purchases must be paid in full in United States dollar amounts, by cash, cashier's check, personal or company check. Any and all personal or company checks must be accompanied by a letter of credit from Bidder's Bank for this particular sale and proof of identity. No letters of Credit for other sales will be honored. Bidder waves his right to stop payment on any check, and directs his Bank to honor any check presented by Auctioneer, payment
3. All sales are subject to state Sales Tax Laws. Payment of sales tax is required on all purchases unless a certificate of resale, bearing bidders sales tax exempt number executed by qualified dealers. Buyer also agrees to pay in addition to state sales tax buyer's fees as set forth in graduated heavy duty truck fees attached.
4. All sales are "AS IS", "WHERE IS" without any warranties expressed or implied, including but not limited to warranties of merchantability, or fitness of a particular purpose or operating condition or completeness of all parts. No written description or oral statement made by owner or auctioneer shall constitute any warranty of any type.
5. All sales are final upon Auctioneer's acceptance of final bid. Upon such sale, the risk of loss is immediately assumed by Bidder. No purchases may be removed from the premises until complete settlement has been made. All purchases must be removed within the time posted at the auction site and as announced by Auctioneer. Complete settlement must be made on the date of the auction including payment of buyer's Premium which Bidder hereby agrees to pay. Buyers receipt showing full settlement will be required in order to remove purchases from Auction site.
6. Auctioneer reserves the right to refuse any bid, or disqualify any bidder due to financial or other reasons. The decision of the Auctioneer as to any dispute between one or more bidders shall be final and binding.
7. If for any reason whatsoever Auctioneer fails to deliver an awarded lot Auctioneer's sole liability shall be the return of any deposit or monies paid on such not delivered lot or for such sale. The Bidder shall have no further claim. In such event, Bidder shall immediately return such equipment.
8. In the event the Bidder fails to pay the purchase price or otherwise defaults his obligations concerning removal of assets purchased Auctioneer may treat the articles purchases on the property of the Bidder subject to a possessory lein in favor of Auctioneer for the amount of the bid and cost of removal and storage, and Auctioneer may resell or otherwise dispose of such articles without notice and at Bidders sole risk and expense and recover from Bidder any loss and cost of resale, including reasonable attorney fees and cost of suit. If Bidder does not remove the units/s purchased within 7 days of purchase Auctioneer is authorized to charge \$10 per day for storage and Auctioneer will register and resale the vehicle at the next heavy truck sale.

9. Bidder agrees to defend, indemnify and hold Auctioneer and Company (Owner of property being sold) harmless for any personal injury (including death) or property damage or loss caused or sustained by the prospective Bidder, his agents, dependents or others for whom the prospective Bidder is legally responsible while on the sale premises.
10. Bidder agrees to pay for purchases on day of sale, and further agrees to pay Auctioneer One and one-half percent (1 ½%) per month on unpaid balance.
11. This agreement shall be deemed made at Auctioneer's office, shall be interpreted and enforced under the laws of the State of Pennsylvania, and jurisdiction and venue of all suits and claims arising under this Agreement or resulting from the Auction which is the subject of this Agreement shall be in Mercer County, Pennsylvania, and Owner hereby irrevocably consents to venue and jurisdiction in Mercer County, Pennsylvania in connection with any such claim or suit.
12. This writing, and any Bill of Sale issued to Bidder at this Auction, constitute the entire agreement between Auctioneer and Bidder, and all prior and contemporaneous agreements, statutes or representations between the parties are merged herein.
13. Any controversy or claim against the Auctioneer or owner arising out of this Agreement or relating in any way to any transaction which the Bidder engaged pursuant to this Agreement shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any such award rendered by be reduced to judgement.
14. TA-Title Absent: Seller has 10 days to provide title to Auction. Buyer can return vehicle after 10 days if title is "still pending" to Auction. Prior to returning the vehicle, and appointment must be made with either the Title Clerks or the Commercial Truck Department. If title is presented to auction prior to scheduled appointment, the right to return the vehicle is forfeited. Refund will be for the "amount paid" to the auction by Buyer. BUYER SHOULD MAKE NO REPAIRS UNTIL TITLE IS RECEIVED.

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BIDDER SIGNATURE

DATE

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PRINTED NAME