

BIDDER# _____

Please Print Clearly

COMPANY NAME: _____

INDIVIDUAL NAME: _____

STREET ADDRESS/MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL ADDRESS: _____

CELL PHONE: _____

HOME PHONE: _____

SOCIAL SECURITY#: _____

DRIVER LICENSE#: _____ STATE: _____

AMOUNT YOU INTEND TO SPEND: \$ _____

FORM OF PAYMENT: ___ CASH ___ CREDIT CARD ___ CHECK (BANK LETTER REQUIRED)

BANK NAME: _____

CONTACT PERSON: _____

TITLE HANDLING METHOD: _____ HOLD AT AUCTION
_____ O/N TO ADDRESS PROVIDED
ADULT SIGNATURE REQUIRED AT
DELIVERY

*****GEORGIA SALES TAX APPLIES TO ALL SALES (___)**

*****\$100.00 TITLE/ADMIN FEE APPLIES TO ALL TITLE UNITS (___)**

*****BUYERS FEE APPLIES TO ALL PURCHASES (___)**

*****THIS AUCTION IS CONDUCTED ACCORDING TO GA LAWS**

*****PAYMENT IS EXPECTED IN FULL AT TIME OF PURCHASE**

**SIGNATURE THAT YOU AGREE TO ALL
TERMS AND AGREEMENT**

DeKalb County Georgia

BIDDER REGISTRATION AGREEMENT

This agreement is made and entered by and between _____ (Bidder) and ADESA Atlanta, L.L.C. In consideration of the following terms and conditions

1. All prospective buyers must register and receive a Bidder's number
2. On the day of sale, all purchases must be paid in full in United States dollar amounts, by cash, credit card, debit card, cashier's check, personal or company check. Any and all personal and company checks must be accompanied by a letter of credit from the Bidder's Bank for this particular sale and proof of identity. No letters of credit for other sales will be honored. Bidder waives his/her right to stop payment on any check, and directs his/her Bank to honor any check presented by Auctioneer, along with this contract, despite any stop payment order issued by Bidder subsequent to the date of this agreement. Bidder hereby waives any claim against the Bank for payment of such check over a stop payment order.
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 Bidder's Sales Tax Exempt Number is executed by qualified dealers.
4. The DeKalb County Board of Commissioners has ordered that its surplus vehicles, equipment and miscellaneous items be sold ABOLUTE AUCTION to the highest bidder. Most of the vehicles and equipment have been maintained in the county shop and brought directly to the auction yard from service. All sales are "AS IS,- WHERE IS WITHOUT ANY WARRANTY or GUARANTEE OF ANY KIND, AS TO THE AGE, YEAR, OF MANUFACTURE MODEL CONDITION, MAKE, ETC EXPRESS OR IMPLIED. DO NOT BID UNLESS YOU HAVE EXAMINED AND DETERMINED THE CONDITION OF THE LOT FROM YOUR OWN INSPECTION. ALL SALES ARE FINAL.
5. All sales are final upon Auctioneer's acceptance of the last bid. Upon such sale, the risk of loss is immediately assumed by the Bidder. No purchases may be removed from the premises until complete settlement has been made. All purchases must be removed from the premises within the allotted time posted at the auction site and/or as announced by the Auctioneer. Complete settlement must be made on the date of auction. Proof of full settlement will be required in order to remove purchases from the auction site. Complete and full settlement means all fees associated with the purchase.
6. Auctioneer reserves the right to reject any bidder or disqualify any Bidder due to financial or other reasons. The decision of the Auctioneer as to any dispute between one or more Bidder's shall be final and binding.
7. If for any reason whatsoever, the Auctioneer fails to deliver an awarded lot, Auctioneer's sole liability shall be for the return of any deposit or monies paid on such lot or for such sale, and the Bidder shall have no further claim. In the event, Bidder shall immediately return the subject equipment.
8. In the event the Bidder fails to pay the purchase price or otherwise defaults in his/her obligations concerning removal of assets purchased the Auctioneer may treat the articles purchased as the property of the Bidder, subject to a possessor lien in favor of the Auctioneer for the amount of the bid, and cost of removal or storage, and the Auctioneer may resell or otherwise dispose of such articles without notice to, and at the Bidder's sole risk and expense and recover from the Bidder any loss and costs of resale, including reasonable attorneys fees and costs of suit.
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 is legally responsible while on the sale premises.
10. Bidder agrees to pay for purchases on the day of sale, and further agrees to pay Auctioneer 1.5 percent per month on any unpaid balance.
11. This agreement deemed made at the Auctioneer's office, shall be interpreted and enforced under the laws of the state of Georgia, and jurisdiction and venue of all suits and claims arising under this agreement or resulting from this auction which is subject of this Agreement shall be in Georgia and Owner hereby irrevocably consents to venue and jurisdiction in Georgia in connection with any other claim or suit.
12. This writing, and any Bill of Sale issued to Bidder at the auction, constitutes the entire agreement between Auctioneer and Bidder. All prior and contemporaneous agreements, statues, or representations between the parties are merged herein.
13. Any controversy of claim against the Auctioneer or Owner over the Agreement or relating in any way to the transaction in 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 may be reduced judgment.

Bidder's Signature

Printed Name

Date