



Bidder # \_\_\_\_\_ (for office use only)

642 W. Southside Plaza Drive  
Richmond, VA 23224

Phone: 804.233.5757  
Fax: 804.377.7989  
Email: towinginfo@seibertcos.com

Manchester Marketing, Inc.  
T/A Seibert's Towing

### BIDDER REGISTRATION

Full Name \_\_\_\_\_

If Purchasing for a Company,  
Give Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Area Code & Telephone: \_\_\_\_\_ Driver License # \_\_\_\_\_

FOR CURRENT AUCTION INFORMATION: e-mail address: \_\_\_\_\_

How did you hear about this auction?

|                   |  |                   |  |        |  |          |  |
|-------------------|--|-------------------|--|--------|--|----------|--|
| Currently on List |  | Flyer             |  | Friend |  | Drive-by |  |
| Newspaper         |  | Trade Publication |  | Email  |  | Internet |  |
| Sign              |  | Radio             |  | Other  |  |          |  |

### TERMS AND CONDITIONS OF SALE (continued on back)

- These terms and conditions are not all inclusive. Announcements made from the auction podium take precedence over any previously printed or verbal statements made.
- All items are sold "As Is, Where Is," without any warranties or guarantees, either expressed or implied.
- A cash deposit of \$100 and a valid, picture ID are required to obtain a bidder number and wrist band. Guests/non-bidders are required to purchase a wristband for a \$5, non-refundable fee. Deposit will be returned if bidder is not successful in purchasing a vehicle. Deposit is applied to purchase and becomes non-refundable upon becoming a successful bidder.
- Documents will be issued in the name of the registered bidder.
- All Sales are Final. I understand that if I am the successful bidder for a vehicle, and I do not pay for that vehicle, I will forfeit my deposit and be banned from future auctions for six months (six consecutive auctions).
- Full payment is due by 5:00 PM on Tuesday after the auction. Payment shall be made in the form of cash, cashier's check, or MasterCard/Visa. Company or personal checks will be accepted when accompanied by a letter of guarantee from the bank.
- Collusive or pooling of bids will not be tolerated.
- Sales tax will be collected (if applicable) unless an appropriately executed Sales Tax Exemption form is submitted at the time of registration. (Sales tax may be refunded upon prompt completion of tax exemption form.)
- Vehicles must be removed from the premises of Seibert's Towing by 5:00 PM on Wednesday following the auction. Storage fees of \$35 per day, per item are applicable for items remaining on auction site after removal deadline.
- The undersigned agrees to have full insurance coverage on all equipment or vehicles purchased at this sale and is responsible for any damage in removal of purchases.

I personally guarantee payment and agree to and understand all of the terms and conditions of this auction as provided on the front and back of this form. I further understand that I am liable for payment of all items purchased on my number and that Manchester Marketing, Inc. has the right to pursue the legal means necessary to collect any funds due and that I am liable for any costs incurred in the collection of said funds, to include: storage fees, attorney's fees, court cost, insurance, transportation, rigging, etc.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

DEPOSIT RETURNED (SIGNED) \_\_\_\_\_

## TERMS & CONDITIONS OF SALE (continued from front)

All persons bidding or otherwise attending auction ("Bidders") acknowledge the following terms and conditions ("Terms and Conditions") and agree to be bound by them.

1. **Purchaser Defined.** The highest bidder whose bid is accepted by Manchester Marketing, Inc. ("Seibert's" or "Auctioneer"), is the Purchaser ("Purchaser"). The "Purchase Price" shall be the Purchaser's bid as accepted by the Auctioneer, and all items are "Purchased" when the Purchase Price is accepted.
2. **ALL SALES ARE FINAL.** All bidders are responsible to determine the age, description, condition, and authenticity of all Purchased items. Each item is auctioned "AS IS, WHERE IS, with all faults" in its condition at the time of sale, without any warranties or guarantees, either expressed or implied, and without recourse by way of refund, reduction of the Purchase Price, or otherwise. No purchase will be set aside, nor will Auctioneer be liable, for incorrectness in description, misnomer, errors in cataloging, imperfection, or mislabeling of any item.
3. **Vehicle List.** The vehicle list has been prepared only as a guide based on information from sources believed to be reliable, but the accuracy thereof cannot be guaranteed or warranted by Seibert's. All hours and miles as stated in the descriptions are as read on the meters and odometers or as provided by owner with no guarantee of accuracy. All announcements from the auction stand on auction day, to the extent that they are different from prior printed material take precedence. Any information provided by Seibert's or its representatives, verbal or otherwise, is not guaranteed, to include, but not limited to country of origin or manufacturer. Purchaser acknowledges that all items were available for inspection prior to the auction and that Purchaser relies on his own inspection of the items and not the information listed in the vehicle listing or otherwise provided by Seibert's.
4. **Disputes.** Should a dispute arise between two or more bidders, the Auctioneer may reopen the bidding between the high bidders until the property is Purchased. Should the Auctioneer and a bid assistant (bid spotter) simultaneously recognize conflicting bidders, even if the Auctioneer has announced the item as "sold" the Auctioneer may reopen the bidding between the high bidders until the property is purchased. The Auctioneer will determine the Purchaser and his decision shall be final and absolute.
5. **Risk of Loss.** Upon the fall of the hammer, or when the Auctioneer says "sold," risk of loss shall pass to the Purchaser. Seibert's accepts no responsibility for any loss or damage to any Purchased item once title passes to Purchaser. It shall be the responsibility of the Purchaser to insure all Purchased items immediately.
6. **Buyer's Premium.** If a Buyer's Premium is involved, the buyer's premium shall be paid by the Buyer and will be added to the final bid on the item. (See vehicle list.)
7. **Sales Tax.** Sales or Use Taxes will be added to the Purchase Price of all taxable Purchased items. A current sales tax exemption certificate including sales tax exemption number must be presented to avoid paying sales tax.
8. **Payment.** Purchasers must pay the Purchase Price, and any other sums due Seibert's, in full, by 5:00 PM on the Tuesday after the auction. Accepted funds include, cash, cashier's check or other certified funds, MasterCard/Visa. NO COMPANY OR PERSONAL CHECKS WILL BE ACCEPTED UNLESS ACCOMPANIED BY A CURRENT IRREVOCABLE BANK LETTER OF GUARANTEE (Permanent Bidders exempt). **NO EXCEPTIONS!** Purchaser agrees to pay interest at the rate of 24% per annum or the maximum rate permitted by State law, where sale is conducted, on the Purchase Price and any other amounts due Seibert's until payment is made in full. Seibert's may refuse to allow removal of Purchased items and all property of Purchaser consigned for auction with Seibert's until the Purchaser pays all amounts due and owing Seibert's.
9. **Removal and Storage/Handling Fees.** Purchasers must remove all purchased items from the auction site within the time allotted for removal (5:00 PM on the Wednesday following the auction). Purchaser takes full responsibility for the removal of all purchased items and holds harmless and indemnifies the consignor and auctioneer for any damage or injury in the moving or dismantling process. Seibert's reserves the right to require proof of insurance coverage on any item. If for any reason Purchaser fails to remove any items from the auction site in accordance with this paragraph, including Purchaser's failure to make full and complete payment of all sums due and owing to Seibert's, Purchaser agrees to pay Seibert's a storage fee of thirty-five dollars (\$35.00) per day, per item, and reasonable handling and maintenance fees and costs of security and insurance. Seibert's may hold any such unremoved item(s) and refuse to allow its removal from the auction site until payment of the Purchase Price and all storage fees and costs of security and insurance.
10. **Default by Purchaser.** In the event Purchaser fails to pay the full Purchase Price of any Purchased items as per these Terms and Conditions, or other amounts due Seibert's, Purchaser agrees to pay Seibert's a storage fee of thirty-five dollars (\$35.00) per day, per item left at the auction site, and all reasonable handling and maintenance fees and costs of security and insurance. Additionally, Purchaser agrees to grant Seibert's a lien on all Purchased items and all property of Purchaser consigned for auction with Seibert's, and the proceeds of the sale of such property, until all the Purchase Price and all other sums due Seibert's are paid in full. Seibert's lien shall include the Purchase Price, all sales and use taxes paid by Seibert's, buyer's premiums (if any) transportation and handling fees, storage charges of \$35.00 (per day, per item), costs of security and insurance, and any other amounts due Seibert's from Purchaser. In addition, Seibert's, at its sole discretion, shall have the right to resell such items by public or private sale at a commission rate of Fifteen (15%) Percent. Purchaser grants Seibert's the right to withhold from the proceeds of such resale any and all sums due Seibert's. Seibert's exercise of its right to resell any items in accordance with this paragraph shall not prevent Seibert's from recovering the Purchase Price or any other amount due Seibert's from the Purchaser.
11. **Abandoned Property.** Seibert's may deem abandoned any item left at the auction site the lesser of more than 30 days after the auction or day before the next regularly scheduled monthly Seibert's auction, in addition, Seibert's, at its sole discretion, shall have the right to resell such items by public or private sale at a commission rate of Fifteen (15%) Percent. Purchaser grants Seibert's the right to withhold from the proceeds of such resale any and all sums due Seibert's. Any sum remaining after full and complete payment of all amounts due and owing to Seibert's shall be provided to the Purchaser. Seibert's exercise of its right to sell any items in accordance with this paragraph, shall not prevent Seibert's from recovering the Purchase Price or any other amount due Seibert's from the Purchaser. Redemption of any abandoned goods will be allowed after complete payment of the Purchase Price and all other amounts due and owing to Seibert's.
12. **Titles.** All title documents will, if available, be delivered to Purchaser upon complete and final payment of all sums due Seibert's or will otherwise be mailed within ten (10) banking days of such complete and final payment. Purchaser shall not alter any purchased item prior to receipt of title. If merchantable title or documents necessary to secure merchantable title are unavailable, Purchaser shall return the item to the auction site. Upon return of the item in the identical condition as at the time of auction, Seibert's shall refund Purchaser the Purchase Price and any sales tax collected. Seibert's shall not be liable for any other amount, any improvements or repairs, or for any consequential or incidental damages incurred by the Purchaser.
13. **Loading/unloading of Equipment.** Seibert's does not provide operators for the loading or unloading of any vehicles or equipment under any circumstances. Loading and unloading of vehicles is the responsibility of the Purchaser.
14. **Withdrawn Property.** Seibert's reserves the right to withdraw any individual items or to cancel the sale of any items or offer any items in lots or groups. Seibert's reserves the right to cancel the entire auction without notice or liability to Seibert's.
15. **Unauthorized Conduct.** Seibert's reserves the right to refuse any bidder registration privileges at any auction and/or refuse access to, or remove any person from the auction site for any reason including, but not limited to: 1) tampering with equipment, 2) collusive bidding, 3) stealing, 4) failure to abide by these Terms and Conditions, or 5) intoxication. All Bidders acknowledge Seibert's right to refuse access and to remove Bidders for such conduct and agree to leave the auction site upon request by Seibert's.
16. **Enter at your Own Risk.** Bidders acknowledge that an auction site is potentially dangerous and Bidders shall so advise their agents and employees. Bidders enter the auction site at their own risk and expressly agree to Indemnify and hold Seibert's harmless for any personal injury or property damage which may occur while at the auction site. No children under the age of 13 shall be permitted at the auction site.
17. **"Buy Backs".** The owner of any item being sold may not bid on that item.
18. **Notice.** Except for announcements made pursuant to paragraph 3 of these Terms and Conditions, these Terms and Conditions may not be amended in any way, except by a signed, written agreement between Seibert's and the Purchaser.
19. **Arbitration.** Bidders agree that any controversy or claim arising out of or relating to these Terms and Conditions shall be settled by arbitration in Richmond, Virginia administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Bidders agree that Seibert's shall be entitled to its reasonable attorneys' fees (25% of any amount awarded to Seibert's) incurred in any arbitration or action to enforce or otherwise related to these Terms and Conditions.
20. **SHERMAN ANTITRUST ACT.** Title 15, Section 1 of the United States Code specifically prohibits any agreements that restrain trade and commerce and declares them to be illegal and a federal felony.  
The law provides: "Every contract, combination in the form of trust or otherwise, or conspiracy. In restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$10,000,000 if a corporation, or, if any other person, \$350,000, or by imprisonment not exceeding three years, or by both said punishments, in the discretion of the court."  
Any agreement among potential bidders at this auction not to bid against one another, or otherwise to dampen the bidding process, is illegal and will be immediately reported by Seibert's to the United States Attorney and the Department of Justice for investigation and prosecution. This is a very serious matter and we want you to view it as such and conduct yourselves accordingly.
21. **Acceptance.** Bidding on any items or otherwise attending the auction indicates acceptance of these Terms and Conditions.