

How did you hear of this auction?

Buyer # \_\_\_\_\_

- \_\_\_\_\_ Signs
- \_\_\_\_\_ E-Mail
- \_\_\_\_\_ Brochure
- \_\_\_\_\_ Web Site
- \_\_\_\_\_ Newspaper \_\_\_\_\_
- \_\_\_\_\_ Other \_\_\_\_\_



Buyer Registration  
Please Print

Date \_\_\_\_\_

Name \_\_\_\_\_  
Last First MI

Home Address \_\_\_\_\_  
Street Address City State Zip

Company Address \_\_\_\_\_  
Street Address City State Zip

Phone \_\_\_\_\_ Phone \_\_\_\_\_  
Home # Company #

E-Mail Address \_\_\_\_\_ Drivers Lic. # \_\_\_\_\_

Would You Like To Be Added To Our Mailing List: YES / NO

Method: Mail / E-Mail / Fax # \_\_\_\_\_

**Method of Payment**

- 1. \_\_\_\_\_ Company Check w/Bank Letter guaranteeing payment for this auction only.
- 2. \_\_\_\_\_ Personal Check (any out of state check Requires a Bank Letter of guarantee).
- 3. \_\_\_\_\_ Cashiers Check or Certified Check
- 4. \_\_\_\_\_ Cash

**Terms of Auction**

1. ALL BIDDERS and others attending this auction agree that they have read and fully understand these and all terms posted at auction office (cashier station) and agree to be bound thereby. This is a partial list of terms for the auction. A more detailed list of terms is posted at the cashier station. (Please read all terms.) The auctioneer also reserves the right to add or change terms by posting or oral announcement at the auction.
2. IDENTIFICATION: All purchasers are required to have a Bidder's Number to bid. Please provide accurately and completely, all information and signatures required.
3. PLEASE show your number to the clerk after each purchase to eliminate possible error.
4. DISPUTE BETWEEN BIDDERS: If any dispute arises between two or more bidders, the auctioneer may decide the same or may immediately put the lot up for sale again and resell to the highest bidder. The decision of the auctioneer shall be final and absolute.
5. AS IS: Each item is sold "As Is", "Where Is" make sure you have inspected before you purchase. All sales are final. The Auction Company assumes no liability for owners of guarantee.
6. RESPONSIBILITY: Purchaser assumes complete responsibility for item immediately upon the auctioneer saying, "sold."
7. PAYMENT: Complete payment in full-required day of auction. Nothing to be removed from premises before settlement.
8. CLAIMS: No claims will be allowed after goods are removed from premises.
9. RECORDS: The record of sale kept by the Auctioneer and Clerk will be taken as final in the event of any dispute.
10. PERSONAL AND PROPERTY RISKS: Persons attending during exhibition, auction or removal of goods assume all risks of, damage of, or loss to person and/or personal property, and specifically release the auctioneer from liability; therefore, neither the auctioneer nor his principal shall be liable by reason of a defect in or condition of the premises on which the auction is held.
11. AGENCY: The Auctioneer is acting as agent for seller only and is not responsible for the act of its principals.
12. LEGAL ACTION: Bidder agrees that any legal proceedings arising out of this auction, including any litigation will be initiated against Bidder in Beaver County, Pennsylvania and Pennsylvania law will govern.
13. THANK YOU for attending today's auction. We would like to work for you! www.HostetterAuctioneers.com

Signed \_\_\_\_\_ Date \_\_\_\_\_

**"PLEASE SIGN FRONT & BACK OF THIS SHEET"**

# Hostetter Auctioneers

## Personal/Company Check Security Agreement

### I. Extra condition of sale:

- a. "Payment shall be made by cash, certified check, bank money order, traveler's check or other form acceptable to Seller or Seller's agent, Hostetter Auctioneers. As a condition of acceptance of a Pennsylvania personal or company check (no out-of-state check/s accepted which is not collateralized by a bank letter of guarantee), the Buyer agrees to execute this "Personal/Company Check Security Agreement" which contains a *confession of judgement* provision, prior to Buyer being allowed to remove any purchased items from the premises.

### II. Agreement:

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2004, I \_\_\_\_\_, in consideration of being permitted to make payment with a personal or company check for items purchased at auction in a NON-CONSUMER CREDIT TRANSACTION, hereby agree as follows:

1. I certify that my correct address is \_\_\_\_\_.
2. I agree that in the event of any dispute over the validity of this agreement, that dispute shall be decided in the Court of Common Pleas of Beaver County rather than in the court where I live.
3. In the event that Seller or its agent, Hostetter Auctioneers, after deposit, is unable for any reason whatsoever to collect the full amount of the personal or company check offered in payment for goods purchased by me, or such check is returned for any reason including but not limited to having been drawn on a closed account, stopped payment, or insufficient funds, I authorize any Prothonotary, or any attorney of any court of record in this State or elsewhere to appear for me and at any time CONFESS JUDGEMENT AGAINST ME in the amount of \$ \_\_\_\_\_ together with all court costs and with fifteen percent (15%) attorney's commission for collection, and release of all errors, and without stay of execution, and for value received, do waive the right and benefit of any present or future laws of this or any State exempting property, real or personal, from levy and sale on execution, and if levy be made on real estate, do also waive the right of inquisition and consent to the condemnation thereof, with full liberty to sell the same on writ of execution with release of errors thereon. Seller or Seller's agent shall have no responsibility to redeposit any dishonored check. Filing of a copy of my dishonored or returned check along with this instrument shall be deemed sufficient proof of the right to CONFESS JUDGEMENT under this agreement.
4. I hereby guarantee that at the time of signing this agreement the account from which the check has been drawn is open and that there are sufficient funds in the account to cover the amount of same, and I understand that Seller or Seller's agent are relying upon such guarantee in order to accept such check and release the purchased goods to me.
5. I agree that this obligation does not depend in any way upon the goods purchased being in any particular condition or satisfactory to me. The items purchased, both personal and real, are purchased "As Is", "Where Is".
6. I acknowledge that: I was aware before making a bid that if I wished to pay by personal or company check I would have to sign this agreement; if I was unwilling to sign this agreement I would not have bid; I have fully read and understood this agreement; this agreement is binding upon myself, my heirs and assigns; no promises or representations have been made to me which contradict or limit the terms of this agreement.

IN WITNESS WHEREOF, I am signing this agreement on the date written above intending to become legally obligated thereby.

(SIGNATURE) \_\_\_\_\_

(PRINT NAME) \_\_\_\_\_

(DRIVERS LICENSE #) \_\_\_\_\_

(TELEPHONE #) \_\_\_\_\_

