



Scott Amundson t/d/b/a Amundson's Auctions
P.O. Box 2638, Stanwood, Washington 98292

Bidder Terms and Conditions

These Bidder Terms and Conditions apply to Auctions conducted by Scott Amundson t/d/b/a Amundson's Auctions, P.O. Box 2638, Stanwood, Washington 98292 ("Auctioneer"), and constitute a legal, valid, binding, and enforceable contract between Auctioneer and each Participant, and will be incorporated into the contract for of sale between each Buyer and Seller as Lots are Struck Off at the Auction.

1. **License.** Auctioneer is licensed in the State of Washington (License No. 3032).

2. **Auction Conducted In Accordance with These Bidder Terms and Conditions.** The Auction is conducted in accordance with these Bidder Terms and Conditions. By participating in the Auction (either in person or remotely), each Participant agrees to be bound by, and to abide by, these Bidder Terms and Conditions.

3. **Definitions.** The following definitions apply to these Bidder Terms and Conditions:

"Absentee Bid" means a bid on Property offered at the Auction that has been submitted by an Absentee Bidder with instructions for the execution of such bid during the Auction.

"Absentee Bidder" means a person or entity who has submitted an Absentee Bid.

"Absolute Auction" or "Absolute" applies only if and when expressly indicated and means an auction at which property is sold to the highest bidder regardless of the amount of the final bid, with no limiting conditions, restrictions, or reservations. This type of auction is also known as an auction Without Reserve. Once the bidding begins, property that is offered for sale at an Absolute Auction will be sold to the highest bidder regardless of the final bid amount. No Property is offered at absolute auction unless specifically and expressly stated in writing.

"Attendee" means any person who attends the Auction, whether a Registered Bidder or not.

"Auction" means the auction sale conducted by Auctioneer at which the Property is offered, or is scheduled to be offered, for bid.

"Auction Site" means the physical location of the Auction.

"Bidder" means any person or entity that makes a bid at the Auction, whether in person, by proxy, by telephonic communications, online, through an Absentee Bid, or otherwise.

"Bidder Number" means the number issued by Auctioneer to a Registered Bidder for the purposes of identifying bids to such Registered Bidder.

"Bidder Registration" means the information provided by a prospective Bidder, and the process of registering such prospective Bidder, to bid at the Auction, including the prospective Bidder's agreement to be bound by these Bidder terms and Conditions.

"Bidder Terms and Conditions" means these Bidder Terms and Conditions, as amended from time to time.

"Buyer" means, with respect to each Lot Knocked-Down at the Auction, the Winning Bidder.

"Calling Auctioneer" with respect to each Lot offered for sale at the Auction, means the individual auctioneer calling for, or soliciting, bids on such Lot.

"Fall of the Hammer" means the point at which the Calling Auctioneer announces (either verbally, by the clap of a gavel, or by other customary manner), that bidding has been completed with respect to a Lot.

"Hammer Price" means, with respect to each Lot offered at the Auction, the price established when such Property is Knocked-Down or Struck Off.

"Knocked-Down" or "Knock-Down" means the act of the Calling Auctioneer in acknowledging the highest bid for an item of Property with the Fall of the Hammer, by announcing "sold", or by giving a similar such indication (see "Struck Off" or "Strikes Off").

"Lot" refers to (i) each item of Property offered by itself, or (ii) any grouping of items that are aggregated for a single sale at the Auction, as the case may be.

"No Sale" means, with respect to any Lot, that the Lot has been offered at the Auction but was not Knocked-Down or sold (i) because no bids were accepted for the Lot, (ii) because the Reserve Price or other conditions of Reserve have not been met, or (iii) because of any other reason. A No Sale does not occur if bidding is suspended without the express declaration of a "No Sale" or a pass of the Lot.

"Participant" means any person who attends, or otherwise participates in, the Auction (in person or remotely). The term Participant includes, but is not limited to, Attendees, Registered Bidders, Bidders, and Buyers.

"Private Sale" means an event in which Property is sold by Seller, or on Seller's behalf, other than by Auctioneer at the Auction.

"Private Sale Price" means the fair market purchase price of Property paid, or agreed to, at a Private Sale in an arms-length transaction between Seller and the Buyer of such Property. If Property is sold through a Private Sale for less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by Seller, the Private Sale Price, for the purposes of this Agreement, will be an amount equal to the fair market value of the Property in an arms-length transaction.

"Property" means all of the property offered, or scheduled to be offered, at the Auction, including, without being limited to, tangible and moveable personal property, and any intangible property (including, without limitation, intellectual property).

"Purchase Price" means, with respect to each Lot Struck Off at the Auction, the Hammer Price.

"Registered Bidder" means a person or entity that has registered to bid at the Auction.

"Removal Period" means the period during which Property Knocked-Down at the Auction is to be removed from the Auction Site.

"Reserve" or "With Reserve" refers to circumstances under which any and all bids tendered at auction may be declined, and any property may be withdrawn before the Fall of the Hammer.

"Reserve Price" means the minimum price that Seller is willing to accept for Property offered With Reserve.

"Seller" means the owner of Property offered for sale at the Auction.

"Struck Off" or "Strikes Off" refers to the act of the Calling Auctioneer in acknowledging the highest bid for a Lot with the Fall of the Hammer, by announcing "sold", or by giving a similar such indication (see "Knocked-Down" or "Knock-Down").

"Winning Bid" means, with respect to each Lot Knocked-Down at the Auction, the highest bid received and accepted for such Property.

"Winning Bidder" means, with respect to each Lot Knocked-Down at the Auction, the Registered Bidder whose Bidder Number is recognized as having been used to make the Winning Bid.

"Withdrawn", "Withdrawal", or "Withdraw" refers to the circumstance in which Property is removed or withdrawn from the Auction, or in which it is otherwise determined that Property will not be offered or sold at the Auction.

4. **Auction Location.** The Auction is conducted at _____, _____ County, Washington _____. All Property is offered for sale in _____ County, Washington, and will be Knocked-Down in _____ County, Washington. Notwithstanding the physical location of any Bidder, or other Participant, these Bidder Terms and Conditions are entered into in _____ County, Washington, all bids and payments are received in _____ County, Washington, and each contract of sale between a Buyer and Seller is formed in _____ County, Washington.

5. **Participants are Licensees at the Auction Site.** Participants in attendance at the Auction Site are licensees and assume all risks associated with their presence at the Auction Site. Any person may, in Auctioneer's discretion, be denied access to the Auction Site or removed from the Auction Site.

6. **Bidder Registration.** All Bidders must register and be issued a Bidder Number. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to issue a Bidder Number to any potential Bidder, and, if a Bidder breaches any Bidder Terms and Conditions or engages in improper conduct, Auctioneer may reject any bids made at the Auction and may revoke any Bidder Number. By registering to bid at the Auction, each Registered Bidder acknowledges and agrees that he, she, or, it has read, understands, and agrees to be bound by, these Bidder Terms and Conditions. In the discretion of Auctioneer or the Calling Auctioneer, bids may be received from a person who has not registered or been issued a Bidder Number, provided that such person immediately completes a Bidder Registration, is issued a Bidder Number, and agrees to be bound by these Bidder Terms and Conditions.

7. **PROPERTY OFFERED WITH RESERVE.** Unless expressly stated otherwise in writing, all Property is offered With Reserve, and any bid may be rejected, and any Property may be withdrawn by Auctioneer, at any time before the Fall of the Hammer.

8. **Bidding.** Registered Bidders may only bid at the Auction by agreeing to be bound by these Bidder Terms and Conditions. By bidding, each Registered Bidder acknowledges and agrees that such Registered Bidder has had a full and fair opportunity to read, and understands, these Bidder Terms and Conditions, and affirms that such Registered Bidder is subject to and bound by these Bidder Terms and Conditions.

9. **No Bid Retraction.** No Bidder may retract a bid that has been acknowledged by the Calling Auctioneer. Further to the foregoing, each Bidder acknowledges and agrees that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept such Bidder's Bidder Registration and for such Bidder to bid at the Auction, each Bidder agrees that he, she, or it will not withdraw any tendered bid that has been acknowledged by the Calling Auctioneer.

10. **Absentee Bids; Execution of Absentee Bids.** Absentee bids may be accepted in Auctioneer's sole and absolute discretion. Absentee bids may be executed by Auctioneer or by an employee, agent, representative, or independent contractor working with Auctioneer. The execution of an Absentee Bid may commence at a percentage of the maximum amount of the Absentee Bid as determined by Auctioneer in Auctioneer's sole and absolute discretion, and will be advanced competitively until the Fall of the Hammer or until maximum amount of the Absentee Bid is reached, whichever occurs first. Auctioneer will make all reasonable efforts to execute Absentee Bids, but active bidding by Bidders in attendance at the Auction may render the execution of an Absentee Bid impracticable. Auctioneer shall have no liability to an Absentee Bidder for the failure to execute an Absentee Bid. Each Absentee Bidder acknowledges and agrees that Lots subject to an Absentee Bid request may be sold to another Bidder for the maximum amount of the Absentee Bid based a bidding sequence that causes another Bidder to reach the such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer has the sole and absolute discretion to accept or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached.

11. **Bid Increments.** Bid increments are established and controlled by Auctioneer or the Calling Auctioneer. Auctioneer and/or the Calling Auctioneer have absolute discretion to adjust or modify bid increments.

12. **Registered Bidders Responsible for Bids Placed on Bidder Number.** Each Registered Bidder is responsible for the Bidder Number issued to such Registered Bidder. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers, and each Registered Bidder is responsible for all bids made on the Bidder Number issued to such Registered Bidder even if the Registered Bidder claims that the Bidder Number was lost, stolen, or misappropriated, unless notice of a lost, stolen, or misappropriated Bidder Number was provided to Auctioneer prior to an unauthorized bid being made. Absent a clerical error, Auctioneer's recording of bids against a Bidder Number will be conclusive as to the making of such bid by, or on behalf of, the Registered Bidder.

13. **Withdrawal, Grouping, and Re-grouping of Lots by Auctioneer.** Auctioneer has the absolute right, before or during the Auction, to Withdraw any or all Lots, and to group and re-group items comprising Lots, or to separate items from previously established Lots. The foregoing notwithstanding, no Lot that is expressly offered at Absolute Auction may be withdrawn after a bid has been tendered and acknowledged for such Lot.

14. **Winning Bidder/Buyer.** Pursuant to these Bidder Terms and Conditions, the Registered Bidder making the Winning Bid for Property offered for sale at the Auction is the Buyer of such Property.

15. **Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".** ALL PROPERTY IS BEING OFFERED AND SOLD IN ITS "AS IS/WHERE IS" CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS,

WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF THE PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER OR CALLING AUCTIONEER, SHALL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER REGARDING THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT HE, SHE, OR IT CANNOT RELY, AND HAS NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTY MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY, OR ANY OF IT.

16. **Announcements.** Subject to the limitation set forth in Paragraph 15 of these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.

17. **Bidder's Inspection.** By bidding, each Bidder acknowledges and agrees that such Bidder has had a full and fair opportunity to inspect the Property, and is relying solely on, or has waived, such Bidder's inspection and investigation (i) in determining whether to bid, (ii) in determining the amount of a bid, and (iii) in bidding.

18. **Descriptions of Property.** Unless otherwise expressly stated otherwise in writing, any descriptions of Lots or other Property are based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer.

19. **Sale of Personal Property.** Under and pursuant to Section 2-328(b) of the Uniform Commercial Code as adopted in the State of Washington (62A.2-328(b)), a sale of personal property at auction is complete when the auctioneer so announces by the Fall of the Hammer or in other customary manner. Notwithstanding the foregoing, if (i) a bid is made while the hammer is falling in acceptance of a prior bid; or (ii) promptly after the Fall of the Hammer, Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, made prior to the Fall of the Hammer, Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding. Any contract formed with the Fall of the Hammer shall be subject to the conditions set forth in this Section.

20. **Contract of Sale.** By operation of these Terms and Conditions and Section 2-328(b) of the Uniform Commercial Code as adopted in the State of Washington (62A.2-328(b)), no additional or further writing shall be required to evidence the existence of a contract of sale for any Lot Knocked-Down at the Auction regardless of the Purchase Price, and these Bidder Terms and Conditions, together with Auctioneer's clerking sheets or other physical or digital notation identifying the Lot, the Hammer Price, and the Buyer, will be conclusive evidence as to the terms of the sale. These Bidder Terms and Conditions shall be incorporated into the contract between each Buyer and Seller.

21. **Bidding by or on Behalf of a Seller.** In accordance with Section 2-328(d) of the Uniform Commercial Code as adopted in the State of Washington (62A.2-328(d)), unless expressly stated otherwise, bids may be placed on a Seller's behalf by the Seller or by an agent of the Seller.

22. **Motor Vehicles and Equipment.** All motor vehicles and motorized equipment (including, without being limited to, automobiles, trucks, vans, recreational vehicles, motor cycles, motor scooters, tractors, earth moving equipment and other heavy equipment) must be paid in full prior to removal from the Auction Site; and, if any vehicles or equipment is paid for with a check, the vehicle or equipment will not be released unless and until the check clears the drawee bank and the funds have been received by Auctioneer.

23. **Conduct of the Auction.** Auctioneer shall regulate all matters relating to the conduct of the Auction and Auctioneer's decision shall be final and binding. Any dispute arising as to any bidding shall be settled by Auctioneer or the Calling Auctioneer, who may, but shall not be required to, put an item up for sale again.

24. **All Sales Final.** ALL SALES ARE FINAL.

25. **Sales Tax.** Subject to applicable exemptions, if any, each Buyer shall be responsible for the payment of Washington state sales tax for each Lot Knocked-Down at the Auction, which sales tax shall be collected by Auctioneer at the time payment is made.

26. **Payment.** All Lots must be paid for in-full by the Buyer on the day of the Auction, at or before the conclusion of the Auction, and before any Property is removed from the Auction Site by or on behalf of the Buyer. Onsite purchases may be paid in cash or its equivalent, or by credit card or approved check. Purchases by remote Buyers must be paid by credit card or wire transfer. Payments are calculated in U.S. Dollars.

27. **Pick-up and Removal; Shipping.** Unless otherwise arranged with Auctioneer, all Lots purchased by an onsite Buyer must be removed from the Auction Site on the day of the Auction. Unless shipping is arranged, and paid for, by a remote Buyer (including telephone Bidders and Absentee Bidders) all Lots purchased at the Auction must be removed from the Auction Site by the Buyer or Buyer's agent within 5 days after the date of the Auction.

28. **Abandoned Items.** Any Lots not paid in full, not picked up and removed in the time provided, or for which payment has not cleared for shipping, will be considered abandoned and may be offered for sale at a later auction or subject to other disposition. Such abandonment does not, however, relieve the Buyer or the Buyer's obligation to make payment in full. Any payments made by or on behalf of a Buyer are non-refundable, and Buyers shall remain responsible for the full purchase price of all Lots Struck Off to them.

29. **Returned Checks.** Any checks that are returned unpaid shall be subject to a returned check fee in the amount of \$_____. In addition to the foregoing, Auctioneer will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.

30. **No Stop Payment Orders or Credit Card Charge-Backs.** Each Participant agrees that such Participant will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card charge-back with respect to any purchases at the Auction. Each Participant further agrees that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card charge-back is initiated, these Bidder Terms and Conditions will be conclusive evidence of the Participant's (i) waiver of any rights to issue a stop payment order or to initiate a credit card charge-back, and (ii) agreement not to issue a stop payment order or to initiate a credit card charge-back; and each Participant acknowledges and agrees that on Auctioneer's presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution shall reverse any stop-payment order and/or deny any credit card charge-back, and shall re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, a Participant issues a stop payment order or initiates a credit card charge-back, such Participant, even if successful, will remain liable for all purchases made at the Auction, and will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card charge-back and in collecting payment for the Property purchased at the Auction. Each Participant acknowledges and agrees that the covenant not to issue a stop payment order or to initiate a credit card charge-back is a condition to the issuance of a Bidder Number to such Participant, and is being made as an inducement for Auctioneer to accept such Participant's Bidder Registration and to issue a Bidder Number. Each Participant acknowledges and agrees that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card charge-back in accepting such Participant's Bidder Registration and in issuing a Bidder Number.

31. **Claims.** With respect to Lots removed from the Auction Site by or on behalf of a Buyer, no claims or returns will be allowed and no claim will be allowed for adjustments or rescission of any sales based on the failure of a Lot to correspond with any standard and/or expectation of the Buyer.

32. **Auction Proceeds.** Net Auction proceeds are typically paid-over to Seller within _____ days after the Auction, and, after such proceeds are delivered to Seller, any claims for the return of monies are waived as against Auctioneer.

33. **Risk of Loss.** Risk of loss passes to the Buyer as Property is Knocked-Down at the Auction. Absent gross negligence or intentional misconduct, neither Auctioneer nor Seller shall be liable for any loss or damage to Property after it is Knocked-Down.

34. **Indemnification.** Each Bidder agrees to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

35. **Private Sale.** No Participant or Registered Bidder shall offer to enter into a Private Sale for the purchase of all or any portion of the Property prior to or during the Auction.

36. **Bid Pooling.** Bid pooling occurs when Bidders collude to regulate, and artificially suppress, bidding in an effort to reduce the Hammer Price of items offered at auction. Bid pooling is a felony. Anyone participating in bid pooling will be prosecuted to the fullest extent of the law.

37. **Theft.** Theft is a serious offense, and, if discovered, will be prosecuted to the fullest extent of the law. Instances of theft will result in immediate termination of bidding and removal privileges.

38. **Prohibition Against Rearranging Box Lots.** Participants are prohibited from rearranging box lots or moving items from one box lot to another. Box lots are arranged by Auctioneer and be owned by different Sellers. The rearrangement of box lots will be treated as theft, and appropriated action will be taken against anyone found rearranging box lots or moving items from one box lot to another.

39. **No Incidental or Consequential Damages.** Each Registered Bidder acknowledges and agrees that Auctioneer shall not, under any circumstances, be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity.

40. **Governing Law; Jurisdiction; Venue.** These Bidder Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Washington, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties shall be brought in the state or federal courts sitting in and for Snohomish County, Washington, which courts shall have exclusive jurisdiction, and shall be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, shall be brought in the state or federal courts sitting in and for Snohomish County, Washington; (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of *forum non conveniens*.

41. **Attorneys' Fees.** If any Participant breaches his, or her, or its obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their rights hereunder.