

ABSENTEE BID CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between SOHN & ASSOCIATES, LTD., (hereinafter "AUCTIONEER") and the following buyer, (hereinafter "ABSENTEE BIDDER"):

Absentee Bidder Name: _____ Bidder No: _____
 Mailing Address _____ City _____
 State _____ Zip _____ Email _____
 Phone (days) _____ (Evenings/Cell) _____
 Credit Card: _____ Card No.: _____ Auth. Code: _____ Card Exp. _____
 Contact on day of Sale shall be by: Daytime Phone Evening Phone Cell Phone Email Other: _____

1. **AUTHORITY TO BID.** Absentee Bidder hereby grants an exclusive right and authority unto the Auctioneer to represent the Absentee Bidder in the bidding and purchase of the following items of personal property. The term "Property" as used herein shall mean those following items successfully purchased by Absentee Bidder under this Agreement. The bid amount indicated for each item shall be the maximum bid the Auctioneer is authorized to make on behalf of the Absentee Bidder:

DESCRIPTION OF ITEM	BID AMOUNT (minimum \$25)
A.	\$
B.	\$
C.	\$
D.	\$

2. **WINNING BIDS:** Upon a winning bid by Absentee Bidder, Auctioneer shall notify Absentee Bidder of winning bid via phone, email or as otherwise listed above. Absentee Bidder acknowledges any winning bid shall become irrevocable upon acceptance by Auctioneer on behalf of Seller, and Absentee Bidder shall thereupon comply with all other terms and conditions of this Contract.
3. **DELIVERY:** Upon a winning bid, the Property shall be delivered to Absentee Bidder, and Absentee Bidder authorizes Auctioneer to deliver said items, as follows: to Absentee Bidder's address listed above Absentee Bidder shall pick up Property at Auctioneer's premises within ___ days of purchase Other: _____
 ABSENTEE BIDDER SHALL BE RESPONSIBLE FOR ALL DELIVERY COSTS OF PROPERTY UNLESS STATED OTHERWISE UNDER FURTHER CONDITIONS.
4. **NO GUARANTEES/WARRANTIES:** By signing this Agreement, Absentee Bidder acknowledges that Auctioneer is not guaranteeing or warranting a winning bid, and shall not be liable for any missed or lost bids. Additionally, Absentee Bidder agrees to purchase said items "as is" unless otherwise stated under further conditions.
5. **LIMITED AGENCY AUTHORIZATION:** Auctioneer is an agent of the Absentee Bidder, and as such, it owes duties of trust loyalty, confidentiality, accounting, and disclosure to the Absentee Bidder. Auctioneer is representing Absentee Bidder on a limited basis as Absentee Bidder's agent for absentee bids in order to best promote the Absentee Bidder's interests in the sale. Auctioneer has agency duties to both Seller and Absentee Bidder, which may be different or adverse to each other. Auctioneer shall not disclose to Absentee Bidder the lowest bid amount the Seller is willing to accept, nor shall the Auctioneer disclose to the Seller the highest bid amount the Absentee Bidder is willing to pay, for any item of Property being bid upon by Absentee Bidder herein. In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent. Absentee Bidder acknowledges that this Limited Agency Authorization has been read and understood. Absentee Bidder understands that Absentee Bidder does not have to consent to Auctioneer acting as limited agent, but gives informed consent voluntarily to any limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Auctioneer arising from its role as limited agent including any and all claims, demands or causes of action arising out of in any way the sale of the Property and the Absentee Bidder's expectation of purchase.
6. **FURTHER CONDITIONS:** _____

7. **TERMS AND CONDITIONS:** This Agreement is subject to the Terms and Conditions attached hereto.

SOHN & ASSOCIATES, LTD.
 By: _____
 Title: _____

 "ABSENTEE BIDDER" "AUCTIONEER"

TERMS AND CONDITIONS

- 1) **Acceptance of Terms and Controlling Conditions:** The Terms and Conditions and Limitation of Remedies herein constitute the complete agreement of Auctioneer (“Sohn & Associates, LTD”) and Absentee Bidder, unless otherwise provided in writing signed by an authorized representative of Auctioneer, and no terms or conditions in any way modifying the provisions herein shall be binding on the Auctioneer. The Absentee Bid Contract attached hereto is made only upon the express condition that these Terms and Conditions govern. Auctioneer’s failure to object to provisions contained in any communication from Absentee Bidder is not a waiver or modification of the terms and conditions contained herein. If Absentee Bidder objects to any of the following terms and conditions, changes must be in writing and signed by both parties prior to commencement of performance by Auctioneer.
- 2) **Risk of Loss:** All goods sold by Auctioneer to Absentee Bidder shall be shipped by carrier from Evansville, Indiana, as selected by Auctioneer in its sole and absolute discretion. Delivery of goods to carrier constitutes delivery to Absentee Bidder and thereafter Absentee Bidder shall have all risks of loss or damage. Auctioneer shall not be responsible for spotting, switching, demurrage, rerouting, storage, or other transportation charges unless agreed to in writing, and Absentee Bidder shall be solely responsible for the same. Absentee Bidder authorizes Auctioneer to charge shipping costs of purchased Property to the credit card provided herein.
- 3) **Delays in Delivery:** Unless otherwise specifically agreed to in writing Auctioneer does not guarantee a particular date for shipment or delivery of items quoted. Shipment dates are estimates of approximate dates. Auctioneer shall not be responsible for delays in deliveries due to fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, car shortage, labor shortage, materials shortage, manufacturing facility shortage, accident at Auctioneer’s facility, boycott, embargo or any act or regulation of government or government authority (including, without limitation, preference, allocation or priority systems for government), *force majeure* and other contingencies beyond Auctioneer’s control resulting in impossibility of performance of Auctioneer’s duties and obligations hereunder. The delivery schedule of any item is extended by the period of time equal to the time lost because of any excusable delay enumerated above. If Auctioneer inexcusably fails to deliver goods to carrier for shipment then Absentee Bidder’s sole and exclusive remedy shall be to terminate the Agreement and to secure a refund from the Auctioneer of any sums paid to the Auctioneer on account of Agreement. Buyer agrees that no other remedy, including, but not limited to, incidental or consequential damages for lost profits, lost sales, or lost production or any other incidental or consequential loss, shall not be available to it and Auctioneer not be liable for such incidental or consequential damages or lost profits, lost sales, lost production due to Auctioneer’s failure to deliver goods to carrier for shipment and/or Auctioneer’s failure to ship.
- 4) **Assignment:** Any assignment of the Agreement or any assignment of rights hereunder by Absentee Bidder without written consent of Auctioneer shall be void. Any valid assignment made hereunder shall be binding upon and inure to the benefit of successors and assigns of Absentee Bidder and Auctioneer.
- 5) **Limitation of Remedies:** Absentee Bidder’s sole and exclusive remedy against Auctioneer is for a refund of any payments made and costs incurred. NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO ABSENTEE BIDDER.
- 6) **Auctioneer Remedies upon Default:** Upon any default, Auctioneer at its option and without notice or demand, may declare all obligations of Absentee Bidder immediately to be due and payable and shall have all the remedies of a creditor available under applicable law, as well as all other applicable rights and remedies allowed by applicable law. Absentee Bidder herein acknowledges and agrees to pay Auctioneer any amounts due and owing hereunder and upon default agrees to pay all amounts in default plus reasonable attorney fees, interest on any unpaid amounts of 1.5% monthly, legal expenses and costs. All remedies of Auctioneer shall be cumulative to the full extent allowed by applicable law.
- 7) **Governing Law:** These Terms and Conditions are governed by the law of Indiana as such is applied to contracts made and to be performed entirely in Indiana by Indiana residents and, all actions hereunder must be brought in United States District Court for Southern District of Indiana, Evansville Division, or in Vanderburgh County Circuit or Superior Courts in Indiana and in no other jurisdiction.
- 8) **Attorneys Fees:** Absentee Bidder agrees to pay Auctioneer’s reasonable attorney fees, costs and expenses for any legal action undertaken by Auctioneer to enforce the Agreement or these Terms and Conditions.
- 9) **Severability:** If any part of these Terms and Conditions are held to be invalid or unenforceable, all other of Terms and Conditions shall nevertheless continue in full force and effect.
- 10) **Errors:** Any and all typographical or other clerical errors made by Auctioneer herein are subject to correction by Auctioneer.

READ ALL TERMS AND CONDITIONS BEFORE SIGNING