



## ABSENTEE BID CONTRACT

\_\_\_\_\_1. American Eagle Auction & Appraisal Company ('auctioneer') has endeavored to accurately describe all items being sold. All items are sold as is, where is, with all faults. There are no warranties or representations of merchantability, of fitness, nor of any other kind, express or implied. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items as fully as desired, or that you have chosen not to examine them. Please note that photographs may have had size modifications for display purposes, or been trimmed to exclude framing, matting, and wide blank margins. Also, imperfections from the photography process can include reflections and variations in color due to digital processing. Case Antiques shall have no responsibility for any error or omission. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear, imperfections or aging. Any condition statement, written or verbal, is given as a courtesy to the client, and is only an opinion. It should not be treated as a statement of fact. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to age, condition, materials or any other feature of items being sold. Our goal is to provide prospective bidders with accurate and detailed information. We recommend prospective bidders examine all items in which they have an interest. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you not bid on the item in question. Estimates provided are our opinion of the price that a willing buyer would pay for the property at auction. These estimates are neither a representation nor a prediction of the actual selling price that will be realized at auction. All sales are final. No statement written or oral made by the auctioneer shall be deemed a warranty or assumption of liability by American Eagle Auction & Appraisal Company or by any seller represented by American Eagle Auction & Appraisal Company reserves the right to withdraw any property before the sale. The preview for the sale will be one day before the sale, or by appointment.

\_\_\_\_\_2. The Auctioneer will be the final judge as to who is the successful bidder. In the event of any dispute, the Auctioneer shall, at his discretion, decide whether or not to reopen the bidding. It is the bidder's responsibility to get our attention prior to our saying "sold". We reserve the right to reject any bids deemed inappropriate except in the case of an 'Absolute Auction'. If an item is withdrawn from the auction it will be offered again only at the Auctioneer's discretion. Title to all merchandise shall pass to the successful bidder at the fall of the Auctioneer's "hammer". The purchaser shall assume full responsibility for the lot purchased once title has passed. Title to all merchandise shall pass to the successful bidder at the fall of the Auctioneer's "hammer". The purchaser shall assume full responsibility for the lot purchased once title has passed.

\_\_\_\_\_3. Payment may be made by cash, approved check, wire transfer and personal check. We reserve the right to require bank checks for large purchases. Buyers not known to us who wish to write a check must provide a "letter of guarantee" from an officer of your bank on original stationery. This letter should state an exact amount of funds guaranteed and should be presented to the cashier at time of registration. Credit arrangements must be made by the Friday prior to the day of auction so bank statements can be verified. We reserve the right to not issue a buyer's number or to withhold merchandise if appropriate credit has not been established. Case Antiques reserves the right to hold all merchandise paid for by check until such check has cleared and receipt of funds is verified. There will be a \$100.00 return check fee on all returned checks. Payment for all purchases is expected at time of purchase.

\_\_\_\_\_4. A 15% buyer's premium will be charged to all floor, phone, and absentee bidders.

\_\_\_\_\_5. American Eagle Auction & Appraisal Company will have no liability for and loss or damage to shipped items. Items must be paid for in full before they will be shipped. Any shipping estimates given are estimates, and are based on shipping within the Continental United States. Delivery and storage shall be available at purchaser's expense and risk. Otherwise, all property must be removed from the premises within (24) hours of

the auction. If any employee or agent of American Eagle Auction & Appraisal Company shall pack, store or transport the merchandise, it is fully at the risk, responsibility and expense of the purchaser and American Eagle Auction & Appraisal Company shall not be liable for any loss or damage that may be caused by such employee or agent.

\_\_\_\_\_6. All in state customer purchases are subject to 6% Michigan sales tax unless the property is sold onsite or the Michigan Department of Revenue Blanket Certificate of Resale form is fully and completely filled out, along with a copy of the resale certificate from your state and received prior to time of purchase.

\_\_\_\_\_7. Absentee Bidding: As a service to our customers, American Eagle Auction & Appraisal Company will execute absentee bids if so authorized in writing under the provisions herein specified. Absentee bids should be made on the absentee bid form provided. This form should be clearly and completely filled out and accompanied by a valid credit card. All absentee bids will be executed competitively during the auction; items will be purchased for the lowest price possible. In the event of tie bids between absentee bidders and those in attendance, preference will be given to the attending bidder. If two absentee bidders bid the same amount, the first received will be honored. Successful buyers will be notified within 24 to 48 hours after of the auction. American Eagle Auction & Appraisal Company will not be responsible for any errors or failures to properly execute absentee bids. Your bid is a contract. If you are the successful and winning bidder, you have entered into a legally binding contract to purchase the property. Your registered credit card will be used as payment, unless otherwise requested. Please contact American Eagle Auction & Appraisal Company to resolve any questions before bidding.

\_\_\_\_\_8. In bidding on any lot offered, the bidder indicates acceptance of these Terms and Conditions of Sale. Title of each lot passes when the auctioneer says, "Sold". The bidder is responsible for knowing on which item(s) he or she is bidding. If unsure, the bidder should inquire, or not bid. When becoming the winning bidder at auction, you have affected a contract and will be expected to pay for items in which you were evidenced to be the successful bidder. After the item is sold, any loss by fire, theft, breakage, or any other cause is the sole responsibility of the purchaser. Merchandise must be packed and transported by the purchaser at his own risk and expense.

\_\_\_\_\_9. We make every effort to honor all absentee and phone bid reservations, but we are not liable for any losses incurred as a result of failure to execute absentee bids or failed phone reservations.

\_\_\_\_\_10. For additional information regarding these Terms and Conditions of Sale, or any other matter relevant to this auction, please contact us for specific information not included in the website and advertising description: American Eagle Auction & Appraisal Company (248) 473-1547 or email at [productionline@msn.com](mailto:productionline@msn.com) Telephone inquiries may be made between 9am and 5pm EST, Monday - Friday.

**To place an absentee bid: Please initial each of the above 10 lines and complete the below section of this form. You may email your completed form to: [Productionline@msn.com](mailto:Productionline@msn.com).**

## Absentee Bid Form

All absentee and phone bids are executed competitively. We are advocates of transparency during the bidding process. Your name, city & state may be announced to the live audience to identify you as the absentee bidder. Items are sold "as is, where is" with no warranties expressed or implied. By signing below, you are authorizing American Eagle Auction & Appraisal Company to charge my credit card according to the successful bid plus the state buyers' premium and sales tax if applicable. I understand that all sales are final with no exceptions whatsoever.

X \_\_\_\_\_

**Please Sign & Print Your Name**

**\*You may use a separate sheet or email us your bids for multiple items at  
Productionline@msn.com**

Date of Auction: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

If successful the Buyer's Premium will be added to establish the contract price. For multiple absentee bids, please use the white space at the bottom of this page or separate page.

Item Description: \_\_\_\_\_

\*Maximum Bid Price: \_\_\_\_\_ \*Understand that a 15% Buyers Premium will be added to your maximum bid. We will begin the live bidding at half of your max bid amount providing that you are leading absentee bidder prior to the item(s) being offered. Good luck!

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Visa/MC#: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

3-Digit Security Code on Reverse Side of CC: \_\_\_\_\_

- 1) By signing this form, the bidder agrees they have read and understand the Terms and Conditions and agrees to be bound by the Terms and Conditions of the auction.
- 2) I understand that FULL PAYMENT must be made within 24 hours from the close of the auction and merchandise is being sold "as is, where is" with no warranties expressed or implied.
- 3) Shipping: Mid Size to Large packages will be packaged and shipped through UPS or via US Post Office. We do NOT profit from shipping expenses. You are responsible for shipping and handling.
- 4) Understanding how your Bids are executed & 'Maximum Bid Price.' Your completed absentee bid forms will be presented to the auction Ringman who will represent you. In most cases, you will be the opening bidder starting at HALF of your Maximum Bid amount. Example: Your max bid was \$100.00. Bidding will start with you at \$50.00. Your bid will increase should a bidder on the floor bid at the next increment.
- 5) To execute your bids. Please scan and EMAIL the completed form to: [Productionline@msn.com](mailto:Productionline@msn.com)  
Good Luck

(2) Item Description: \_\_\_\_\_

Maximum Bid Price: \_\_\_\_\_ \*Understand that a 15% Buyers Premium will be added to your maximum bid. We will begin the live bidding at half of your max bid amount providing that you are leading absentee bidder prior to the item(s) being offered. Good luck!

(3) Item Description: \_\_\_\_\_

\*Maximum Bid Price: \_\_\_\_\_ \*Understand that a 15% Buyers Premium will be added to your maximum bid. We will begin the live bidding at half of your max bid amount providing that you are leading absentee bidder prior to the item(s) being offered. Good luck.

(4) Item Description: \_\_\_\_\_

\*Maximum Bid Price: \_\_\_\_\_ \*Understand that a 15% Buyers Premium will be added to your maximum bid. We will begin the live bidding at half of your max bid amount providing that you are leading absentee bidder prior to the item(s) being offered. Good luck!

(5) Item Description: \_\_\_\_\_

\*Maximum Bid Price: \_\_\_\_\_ \*Understand that a 15% Buyers Premium will be added to your maximum bid. We will begin the live bidding at half of your max bid amount providing that you are leading absentee bidder prior to the item(s) being offered. Good luck!